

**State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR CONTRACTUAL
SERVICES FORM**

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
Phone: 402-471-6500
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 5444 Z1	October 3, 2016
OPENING DATE AND TIME	PROCUREMENT CONTACT
December 13, 2016 2:00 p.m. Central Time	Nancy Storant/Robert Thompson

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 5444 Z1 for the purpose of selecting a qualified contractor to provide Full Service Case Management services in Douglas and Sarpy counties for the Department of Health and Human Services (DHHS). For federal grant purposes, this contract shall be treated as a subaward involving federal funds. Throughout this RFP, the terms "contract" and subaward," and all derivations thereof, are used interchangeably.

Written questions are due no later than October 11, 2016, and should be submitted via e-mail to as.materielpurchasing@nebraska.gov
Written questions may also be sent by facsimile to (402) 471-2089.

A Pre-Proposal Conference with optional attendance will be held on Monday, October 24, 2016, 1:30pm CT at Lincoln Nebraska.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing Bureau by the date and time of proposal opening per the schedule of events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014, and all contracts entered into thereafter, will be posted to a public website. Beginning July 1, 2014, all contracts will be posted to a public website managed by the Department of Administrative Services.

In addition, all responses to Requests for Proposals will be posted to the Department of Administrative Services public website. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written showing that the release of the information would give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is proprietary is not sufficient. (Attorney General Opinion No. 92068, April 27, 1992) The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by disclosure. Cost proposals will not be considered propriety.

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

Any entity awarded a contract or submitting a RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of contracts, RFPs and related documents.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

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

_____ **NEBRASKA CONTRACTOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____ I hereby certify that I am a **Resident disabled veteran or business located in a designated enterprise zone** in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

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

After Receipt of Order (ARO): After Receipt of Order

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

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

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

Amendment: A written correction or alteration to a document.

Annual Fixed Administrative Cost: The annual amount payable semi-monthly which is intended to reimburse the Subrecipient's administrative costs including case management.

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

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

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

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Bridge to Independence: The extended services and supports available to a young adult under the Young Adult Bridge to Independence Act other than extended guardianship assistance described in Nebraska Revised Statute 43-4511 and extended adoption assistance described in Nebraska Revised Statute 43-4512.

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

Business Day: Any weekday, except State-recognized holidays.

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

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

Case plan: A written plan, developed by DHHS jointly with the parents of the child in foster care that includes: 1) a plan to achieve a safe placement for the child in the least restrictive setting, 2) a discussion on how the placement is consistent with the best interests and special needs of the child, 3) a description of the services offered and provided to prevent removal of the child from the home and reunify the family and 4) documentation of the steps taken to finalize a placement.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Child: A person under 19 years of age.

Child Placing Agency: A person other than the parent or legal guardian of a child that received the child for placement and or arranges for the placement of a child in a foster family home, adoptive home, residential child-caring agency, or independent living.

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

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

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

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

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement. This may also include a Subaward, as defined herein.

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

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

Contract Period: The duration of the contract or subaward.

Contractor: Any individual or entity having a contract to furnish commodities or services or a Subrecipient having a subaward to carry out part of a Federal award received by the pass-through entity.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

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

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

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

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

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

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

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

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

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

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

Initial Assessment: The process the Department utilizes to assess for child safety, risk and to determine if maltreatment occurred.

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

Kinship Home: A home in which a child receives foster care and at least one of the primary caretakers has previously lived with or, as a trusted adult, has preexisting, significant relationship with the child.

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

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

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

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

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

Payroll & Financial Center (PFC): Electronic procurement system of record.

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

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program

Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

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

Proposal: See Bid/Proposal.

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

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

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

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

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

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

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

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

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

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

Second Tier Subrecipient: A non-federal entity that receives a subaward from a subrecipient, but who does not receive a subaward directly from the State of Nebraska or from the Administration for Children and Families.

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

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

Subaward: As defined in 2 CFR § 200.92, an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity,. See Contract.

Subrecipient: As defined in 2 CFR § 200.93, a non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. See Contractor.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

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

Title IV-E: means Title IV of the Social Security Act, 42 U.S.C. 670 et seq.

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

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

Transition Aged Youth: are young people between the ages of fourteen and nineteen who are in transition from state custody or foster care to independent living.

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

Variable Rate: the daily rate per child (court and non-court) payable monthly which is intended to reimburse the subrecipient for placement and service costs.

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

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

Young Adult: An individual who has attained nineteen years of age but who has not attained twenty-one years of age.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 5444 Z1 for the purpose of selecting a qualified Contractor to provide Full Service Case Management Service in Douglas and Sarpy counties. Any resulting contract is not an exclusive contract to furnish the services provided for in this Request for Proposal, and does not preclude the purchase of similar services from other sources.

A contract resulting from this Request for Proposal will be issued approximately for a period of five (5) years effective the date of award. The contract has the option to be renewed for two (2) additional one (1) year periods as mutually agreed upon by all parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the State of Nebraska.

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

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	October 3, 2016
2.	Last day to submit written questions before pre-proposal conference	October 11, 2016
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: and/or http://das.nebraska.gov/materiel/purchasing.html	October 19, 2016
4.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	October 20, 2016
5.	Optional Pre-Proposal Conference 1:30 PM CT Location: Gold's Building 1033 O Street, Suite 534 Lincoln, NE 68508 Gold's Galleria, 5th floor (11th & N Streets)	October 24, 2016
6.	Last day to submit written questions after Pre-Proposal Conference	October 31, 2016
7.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: and/or http://das.nebraska.gov/materiel/purchasing.html	November 14, 2016
8.	Last day to submit "Letter of Intent To Bid"	November 21, 2016
9.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 13, 2016 2:00 PM Central Time
10.	Review for conformance of mandatory requirements	December 13, 2016
11.	Evaluation period	December 15, 2016 through January 13, 2017
12.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
13.	Post "Letter of Intent to Contract" to Internet at: and/or http://das.nebraska.gov/materiel/purchasing.html	February 1, 2017
14.	Contract finalization period	February 1, 2017 through March 6, 2017
15.	Complete Readiness Assessment	February through March 6, 2017
16.	Contract award	March 6, 2017
17.	Contractor start date	July 1, 2017

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Nancy Storant / Robert Thompson
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500
Facsimile: 402-471-2089
E-Mail: as.materielpurchasing@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing Full Service Case Management in Douglas and Sarpy counties at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A contract with fixed and variable payment components and a total annual payment cap will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. CUSTOMER SERVICE

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Subcontractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

D. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

Once a Contractor is preliminarily selected, as documented in the intent to contract, that Contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a Contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations;
3. state staff and/or Contractor staff present at the Pre-Proposal Conference when recognized by the State Purchasing Bureau staff facilitating the meeting for the purpose of addressing questions; and
4. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

E. NOTIFICATION OF INTENT TO BID

Bidders should hand deliver, return by facsimile, e-mail or delivery by US mail the "Notification of Intent to Bid Form" that accompanies this document (see Form C) to the contact person shown on the cover page of the Request For Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

It is preferred that Form C, Notification of Intent to Bid, be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be hand delivered, sent via facsimile to 402-471-2089 or delivery by US mail.

A list of vendors who submitted a Notification of Intent to Bid will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or after the date shown in the Schedule of Events.

F. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5444 Z1; Full Service Case Management in Douglas and Sarpy Counties Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Nancy Storant / Robert Thompson, showing the total number of pages transmitted, and clearly marked "RFP Number 5444 Z1; Full Service Case Management in Douglas and Sarpy Counties Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.

G. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on the date, time, and location shown in the Schedule of Events. Attendance at the pre-proposal conference can be in person or via Webinar but is optional in order to submit a proposal. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the Request for Proposal requirements. The State will make every reasonable attempt to answer those questions before the end of the conference. Bidders attending the pre-proposal meeting may submit further questions in writing for questions which the bidder requires an official written response as shown in the Schedule of Events.

Webinar instructions for Pre-Proposal Conference:

1. Go to <https://nvcn-cio.webex.com/nvcn-cio/k2/j.php?MTID=t4987027d5e4aa435e22f2a915df9e9af>
2. Enter your name and email address.
3. Enter the session password: RFP2016
4. Click "Join Now".
5. Follow the instructions on screen. Join audio via phone. Click on "I will call in" for numbers.

Written answers to written questions along with a list of conference attendees will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events. Verbal responses provided during the pre-proposal meeting shall not be binding on the State of Nebraska.

1. NOTIFICATION OF INTENT TO ATTEND OPTIONALPRE-PROPOSAL CONFERENCE

Notification of attendance should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), facsimile (402-471-2089), hand delivery or US mail by the date shown in the Schedule of Events. Potential bidders should utilize the "Notification of Intent to Attend Pre-Proposal Conference" (see Form B) that accompanies this document to the contact person shown on the cover page of the Request for Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

H. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

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

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

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

I. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling, and review by the State.

To facilitate the proposal evaluation process, one (1) original of the entire proposal must be submitted. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that the proposal will be rejected.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

J. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

K. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

L. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

M. EVALUATION OF PROPOSALS

All proposals that are responsive to the Request for Proposal will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all responsive proposals in accordance with the criteria set forth below. The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach; and
3. Cost Proposal.

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

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

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

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

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

Evaluation criteria weighting will be released with the Request for Proposal. Evaluation criteria weighting and a list of respondents will be posted to the State Purchasing Bureau website at <http://das.nebraska.gov/materiel/purchasing.html>

N. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The Evaluation Committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not be published.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request for Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State, or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

Any contact, or attempted contact, with an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions may be taken.

O. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request for Proposal For Contractual Services form, signed in ink;
2. Corporate Overview;
3. Completed Section III;
4. Technical Approach; and
5. Cost Proposal.

P. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects. The State may use a third-party to conduct reference checks.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks, and negative references may eliminate bidders from consideration for award.

Q. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders should be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

If a bank is registered with the Office of Comptroller of Currency, it is not required to register with the State. However, the Office of Comptroller of Currency does have a certificate of good standing/registration. The bank could provide that for verification. (Optional)

R. VIOLATION OF TERMS AND CONDITIONS

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

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

III. TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.

A. GENERAL

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

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

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

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at:
<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:
http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

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

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

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

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

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

The State of Nebraska and the U.S. Department of Health and Human Services shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

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

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

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

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this section.

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

3. INSURANCE COVERAGE AMOUNTS REQUIRED

COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3 rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	

"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."

4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services
 State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, NE 68508

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

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

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

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

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

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

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

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

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

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

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

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

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

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. CONTRACT CONFLICTS

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

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

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

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

M. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

In the event the Subrecipient becomes aware of a conflict of interest affecting their ability to deliver Full Service Case Management, the Subrecipient must notify DHHS in writing within one (1) business day.

N. PROPOSAL PREPARATION COSTS

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

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

O. ERRORS AND OMISSIONS

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

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

P. BEGINNING OF WORK

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

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

Q. ASSIGNMENT BY THE STATE

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

R. ASSIGNMENT BY THE CONTRACTOR

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

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

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

T. GOVERNING LAW

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

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

U. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

V. ADVERTISING

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

W. STATE PROPERTY

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

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

X. SITE RULES AND REGULATIONS

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

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

Y. NOTIFICATION

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

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Z. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

2. This subaward may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least 90 calendar days prior to the effective date of termination. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
 - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

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

BB. BREACH BY CONTRACTOR

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

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may cause the services to be provided and hold the Contractor responsible for any excess cost occasioned thereby.

CC. ASSURANCES BEFORE BREACH

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

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

DD. SUBAWARD CLOSE OUT

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

Upon completion, or upon notice of termination of this contract, the following procedures shall apply for close-out of the contract:

1. The Contractor will not incur new obligations after the termination or completion of the contract, and shall cancel as many outstanding obligations as possible. DHHS shall give full credit to Contractor for the federal share of non-cancelable obligations properly incurred by Contractor prior to termination, and costs incurred on, or prior to, the termination or completion date.
2. Contractor shall immediately return to DHHS any unobligated balance of cash advanced or shall manage such balance in accordance with DHHS instructions.
3. Within a maximum of 90 days following the date of expiration or completion, Contractor shall submit all financial, performance, and related reports required by the Subrecipient Reporting Requirements. DHHS reserves the right to extend the due date for any report and may waive, in writing, any report it considers to be unnecessary.
4. DHHS shall make any necessary adjustments upward or downward in the federal share of costs.
5. The Contractor shall assist and cooperate in the orderly transition and transfer of contract activities and operations with the objective of preventing disruption of services.
6. Close-out of this contract shall not affect the retention period for, or state or federal rights of access to, Contractor records, or Contractor's responsibilities regarding property or with respect to any program income for which Contractor is still accountable under this contract. If no final audit is conducted prior to close-out, DHHS reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted at a later time.

EE. PENALTY

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

1. Withholding

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated.

2. Penalties

- A. DHHS may assess, at its sole option, a penalty in an amount equal to that imposed on DHHS by any federal entity and attributable to the Subrecipient's actions, if the Subrecipient fails to:
 - i. Reconcile its monthly financial statements to invoices for services for purposes of claiming reimbursement under Title IV-E.
 - ii. Provide all necessary documentation to establish the child's initial and ongoing eligibility for Title IV-E within 10 business days of the child being placed in the legal custody of DHHS.
 - iii. Comply with a court order and the court imposes a financial penalty or sanction on DHHS.
 - iv. Comply with any federal standards or requirements and a financial penalty or sanction is imposed by any federal entity upon the State as a result of such failure to comply.
- B. DHHS may assess, at its sole option, a penalty equal to the amount of Title IV-E funding lost during each quarterly reporting period, as a result of the following:
 - i. Subrecipient fails to properly document and allocate reimbursable administrative expenses pursuant to an approved cost allocation plan.
 - ii. Subrecipient fails to properly document and input into the N-FOCUS system reimbursable foster care maintenance payments.
 - iii. Subrecipient fails to prepare and follow an acceptable cost allocation plan that ties to the Subrecipient's financial statements results in the inability of DHHS to claim Title IV-E funding.
 - iv. Subrecipient fails to provide all information referenced in Article 4, Section F2ci within ten (10) business days of a child being placed in the legal custody of DHHS.
 - v. Subrecipient fails to provide timely verification of paid expenditures in the N-FOCUS system that tie to the Subrecipient's financial statements and source documentation, which results in the inability of DHHS to claim Title IV-E funding.
- C. If any penalty is specific to the Eastern Service Area, the Subrecipient will be assessed 100% of the penalty. If the penalty is a statewide penalty, DHHS will prorate the applicable amount to Subrecipient commensurate with the Subrecipient's noncompliance. Penalty payments will be withheld from sums due the Subrecipient under this subaward.

FF. FORCE MAJEURE

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

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with

the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

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

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

HH. PAYMENT

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

State will render payment to Contractor for actual, allowable, allocable and necessary costs of providing all services, as consistent with 45 CFR § 75 et seq. and 2 CFR § 200 et seq., and all other applicable regulations, when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

II. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. DHHS Division of Children & Family Services, Attn: Director, 301 Centennial Mall South, Lincoln, NE 68509. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

JJ. RIGHT TO AUDIT

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

1. All Subrecipient books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this subaward shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. Subrecipient shall maintain all records for five (5) years from the date of final payment, except records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of the State. The Subrecipient shall maintain its accounting records in accordance with generally accepted accounting principles. The State reserves and hereby exercises the right to require the Subrecipient to submit required financial reports on the accrual basis of accounting. If the Subrecipient's records are not normally kept on the accrual basis, the Subrecipient is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).
2. The Subrecipient shall provide the State any and all written communications received by the Subrecipient from an auditor related to Subrecipient's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 122. The Subrecipient agrees to provide the State with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to the State at the same time copies are delivered to the Subrecipient, in which case the Subrecipient agrees to verify that the State has received a copy.
3. The Subrecipient shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of the findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If the subrecipient disagrees, it should provide an explanation and specific reasons that demonstrate that the finding is not valid.
4. In addition to, and in no way in limitation of any obligation in this subaward, the Subrecipient shall be liable for audit exceptions, and shall return to the State all payments made under this subaward for which an exception has been taken or which has been disallowed because of such an exception, upon demand from the State.

KK. TAXES

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

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

LL. INSPECTION AND APPROVAL

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

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

MM. CHANGES IN SCOPE/CHANGE ORDERS

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

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

NN. SEVERABILITY

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

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

OO. CONFIDENTIALITY

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

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The

Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

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

PP. PROPRIETARY INFORMATION

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

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

RR. STATEMENT OF NON-COLLUSION

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

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

SS. PRICES

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

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

Prices, fixed and variable, quoted on the Cost Proposal form shall remain fixed for the first two (2) years of the contract period. Any request for a price increase subsequent to the second year must be submitted in writing to the State Purchasing Bureau a minimum of 90 days prior to the end of each subsequent, and be accompanied by documentation justifying the price increase.

The total yearly capped amount of this subaward can be increased only if both parties agree there has been a significant material increase in the number of children and families served by the Subrecipient. Further documentation may be required by the State to justify the increase. The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

TT. BEST AND FINAL OFFER

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

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

UU. ETHICS IN PUBLIC CONTRACTING

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

		RFP Response (Initial)	

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

VV. INDEMNIFICATION

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

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties

XX. ANTITRUST

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

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

YY. DISASTER RECOVERY/BACK UP PLAN

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

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

ZZ. TIME IS OF THE ESSENCE

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

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

AAA. RECYCLING

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

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. § 81-15,159.

BBB. DRUG POLICY

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

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

CCC. EMPLOYEE WORK ELIGIBILITY STATUS

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

EEE. POLITICAL SUB-DIVISIONS

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

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

FFF. OFFICE OF PUBLIC COUNSEL

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

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

termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

GGG. LONG-TERM CARE OMBUDSMAN

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

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

HHH. AUDIT REQUIREMENTS

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

Contractor must follow 2 CFR § 200, Subpart F, Federal audit requirements. Audits must be prepared and issued by an independent certified public accountant licensed to practice. A copy of the annual or audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, PO Box 95026, Lincoln, NE 68509-5026.

Amount of annual federal expenditure	Audit Type
\$100,000 to \$749,999	Financial Statement Audit
\$750,000 or more in federal expenditure	Single Audit

III. FEDERAL FINANCIAL ASSISTANCE

Acknowledged	
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The Contractor shall comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. The Contractor certifies that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.

JJJ. SMOKE FREE PROVISIONS

Acknowledged	
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SMOKE FREE. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children’s services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Contractor certifies that the Contractor will comply with the

requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

KKK. RESEARCH

Acknowledged	
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The Contractor shall not engage in research utilizing the information obtained through the performance of this contract without the express written consent of the State. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract.

LLL. HUMAN TRAFFICKING PROVISIONS

Acknowledged	
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The Contractor shall comply and be subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC 7104). The full text of this requirement is found at: <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>

MMM. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REPORTING

Acknowledged	
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The Contractor shall complete and endorse the Subrecipient Information & Audit Requirement Certification, Attachment A. The Contractor certifies the information provided is complete, true, and accurate.

NNN. LOBBYING.

Acknowledged	
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1. Contractor certifies that no Federal appropriated funds shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any Federal agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this subaward, the Contractor shall complete and submit Federal Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

OOO. MANDATORY DISCLOSURES

Acknowledged	
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The Contractor must disclose to the State, in a timely manner and in writing, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this contract in accordance with 2 CFR §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

PPP. PUBLICATIONS

Acknowledged	
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Contractor shall acknowledge the project was supported by the Code of Federal Award 93.658, Foster Care Program FY18, Administration of Children and Families and DHHS in all publications that result from work under this contract.

QQQ. WHISTLEBLOWER PROTECTIONS

Acknowledged	
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The Contractor shall comply with the provisions of 41 U.S.C. § 4712, which states an employee of a contractor, subcontractor, grantee, or Contractor may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

1. The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
2. The Contractor shall include this requirement in any agreement made with a subcontractor or subrecipient.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The State of Nebraska, DHHS is issuing this RFP to solicit proposals from qualified bidders to provide Full Service Case Management, which includes the delivery of on-going case management and a continuum of services to children and families residing in Douglas and Sarpy counties (herein referred to as the Eastern Service Area). The objectives for this RFP are focused on 1). Delivering high quality case management to effectively serve child protection cases and 2). Results and accountability with managing and delivering innovative and flexible services that integrate a strengthening families approach to build protective factors in families.

1. The Subrecipient will develop an on-going case management model that:
 - a. Effectively engages families.
 - b. Operates in a culture of continuous quality improvement.
 - c. Is strengths-based and family centered.

2. The Subrecipient will develop a continuum of services that will:
 - a. Be delivered to children and families during the time that DHHS is completing the Initial Assessment and that will be accessed by DHHS to support child safety and prevent children from being removed from the family home.
 - b. Be delivered to children and families during the time the Subrecipient is delivering on-going case management and that will be utilized to prevent out-of-home placements and that supports reunification and permanency.
 - c. Help children to live at home safely, achieve timely permanency and experience improved health and well-being.

B. PROJECT ENVIRONMENT

1. Attachment B – Eastern Service Area data includes the number of children and families served in Douglas and Sarpy counties by placement type.
2. DHHS will utilize the Subrecipient's service array to prevent children from being placed out of the family home during the time that DHHS is conducting the Initial Assessment of safety and risk.
3. DHHS is the legal guardian of state wards served under the terms of this subaward. Such guardianship authority cannot be delegated to other parties. DHHS reserves all rights and responsibilities of a guardian unto itself.
4. DHHS may make referrals for service delivery only during the time DHHS is conducting the Initial Assessment.
5. DHHS will be the final authority on all decisions related to case management.
6. DHHS reserves sole authority for:
 - a. Staffing and operating the Child Abuse/Neglect Hotline system for community reporting of suspected child abuse/neglect.
 - b. Conducting all Initial Assessments of safety and risk.
 - c. Conducting Out-of-Home Assessments on accepted reports of child abuse/neglect allegations in out-of-home settings (including foster homes, daycare, group homes, and other facilities).
 - d. Licensing of foster homes, child care providers, group homes, and other facilities.
7. DHHS is the sole authority for:
 - a. Consenting to medical, mental health and substance abuse treatment for state wards.
 - b. Accepting all relinquishments of parental rights.
 - c. Consenting to adoptions.
 - d. Entering into guardianship and adoption subsidies.

8. DHHS reserves the right to:
 - a. Review and approve case plans and court reports prior to the Subrecipient submitting them to the courts and legal parties.
 - b. Provide legal support for legal staffing and to request early hearing or other motions.
 - c. Approve all requests for placement changes.
 - d. Approve all requests for case management transfers from the Eastern Service Area to another Service Area.
 - e. Approve all requests for courtesy supervision to be delivered in the Eastern Service Area.
9. DHHS will solicit input from the Subrecipient to develop an Operations Manual that outlines processes and responsibilities to ensure that the day-to-day operations in the Eastern Service Area are seamless prior to implementation.
10. Title IV-E foster care funds are an important funding source for states to provide foster care maintenance payments for eligible children.
 - a. DHHS seeks to make accurate and timely reimbursement claims for Title IV-E foster care maintenance payments.
 - b. When the state contracts with a child placing agency to perform administrative functions of the state, the state may claim federal financial participation through Title IV-E at the rate of fifty percent (50%) for administrative expenditures necessary for the proper and efficient administration of the foster care program.

C. PROGRAM REQUIREMENTS FOR ON-GOING CASE MANAGEMENT

1. The Subrecipient shall develop, deliver and manage a model of on-going case management that operates within a culture of continuous quality improvement and is focused on ensuring that children are safe, achieving timely permanency and experience improved health and enhanced well-being. The Subrecipient will:
 - a. Recruit and retain a qualified workforce to respond to and serve the diverse needs of abused or neglected and at-risk families.
 - i. The role and function of on-going case management staff and the supervision of on-going case management staff may not be subcontracted by the Subrecipient. On-going case management staff must be direct employees of the Subrecipient.
 - ii. Staff delivering ongoing case management and supervising ongoing case management must have a minimum of a Bachelor's Degree in social work, psychology, counseling, human development, education, criminal justice or other related area. Another Bachelor's Degree together with equivalent case management or human services experience is also acceptable.
 - iii. The Subrecipient will maintain written verification of the employee's college education.
 - iv. The Subrecipient will hire a diverse workforce that reflects the population being served.
 - v. The Subrecipient will organizationally understand, recognize and respond to the effects of all types of trauma experienced by the case management workforce.
 - b. Train staff on the knowledge, skills and abilities required to conduct and supervise case management.
 - i. The Subrecipient shall ensure staff receive initial training at no additional cost to DHHS.
 - ii. The curriculum of initial training must be pre-approved by DHHS.
 - iii. The Subrecipient may utilize the same initial training as DHHS, which is delivered by University of Nebraska-Lincoln Center for Children, Family and the Law.
 - iv. All training costs related to the provision of the RFP will be the responsibility of the Subrecipient.
 - v. All case managers shall complete a formal assessment process after initial training to demonstrate competency prior to assuming responsibilities as a case manager.
 - vi. The Subrecipient shall provide opportunities for staff to receive 24 hours of annual professional development training.
 - c. Use the DHHS approved assessment model (currently DHHS uses the Structured Decision Making® assessment model).
 - i. The Subrecipient will be required to conduct quality assurance reviews to ensure quality and timeliness of all assessments completed.

- d. Coordinate, collaborate and communicate information sharing between individuals and agencies serving the child and family. At a minimum, this includes:
 - i. Safety plan participants.
 - ii. The child's family members.
 - iii. Foster Care parents or other temporary placement providers.
 - iv. Medical and dental providers.
 - v. School representatives.
 - vi. Behavioral health providers.
 - vii. Law enforcement.
 - viii. Legal parties in the court.
 - e. Develop a case plan:
 - i. In collaboration with the family.
 - ii. Establishing appropriate and timely permanency goals.
 - iii. Addressing the services and supports associated with the identified needs of the child and family.
 - iv. Monitoring progress with and updating goals.
 - v. Reviewing and updating goals throughout the life of the case.
 - vi. Using the DHHS approved case plan and court report template.
 - vii. Submitting the case plan and court report to DHHS for approval at least three (3) business days prior to the date the report is due to the court.
 - f. Link children and families with the informal and formal services and supports that:
 - i. Are the least restrictive community-based services design to meet the child and family's needs.
 - ii. Develop and strengthen connections for children with caring individuals who will support the child throughout life.
 - g. Monitor progress with achieving identified goals in case plan.
 - i. Continually conduct assessment of progress with identified goals.
 - ii. Modify goals as appropriate.
 - iii. Identify barriers with goal achievement.
 - iv. Develop strategies to reduce barriers with goal achievement.
 - v. Provide feedback to family members.
2. Referrals for on-going case management will be made by DHHS. This is a no reject, eject subaward. The Subrecipient will:
- a. Accept and serve all children and families referred.
 - b. Serve children and families unconditionally regardless of diagnosis, history, presenting problems, family composition or behaviors.
 - c. Provide case management to families with children between the ages of 0 and 19 who are either court involved or non-court involved; court involved children include those who are placed at the Youth Rehabilitation and Treatment Centers (YRTC) operated by DHHS in Geneva and Kearney, Nebraska.
 - d. Maintain the capacity to receive and serve children and families referred 24 hours a day, every day of the year.
 - e. Collaborate with DHHS to ensure families experience a seamless transition from the Initial Assessment Unit to On-going Case Management.
3. On-going Case Management will utilize the DHHS approved safety assessment model (currently DHHS uses the Structured Decision Making®). The Subrecipient will ensure that the array of services and supports are available and accessible to children and families in the Eastern Service Area. The services and supports will have sufficient capacity to:
- a. Assess the strengths and needs of children and families.
 - b. Address the needs of children and families in order to create and sustain a safe home environment.
 - c. Enable children to safely remain with their parents.
 - d. Safely reunify children as expeditiously as possible.
4. The Subrecipient will exhaust all other options prior to placing a child outside the family home. When placements outside the family home must occur, the Subrecipient will:
- a. Identify and consider all relatives and kin first, as possible placement options.

- b. Ensure relative and kin foster parents complete all activities required for licensing.
- c. Place siblings together when it is safe to do so.
- d. Ensure the continuity of family relationships and preserve connections for the child that includes but is not limited to connections with their parents, neighborhood, community, faith, extended family, Tribe, school, and friends.
- e. Ensure that the out-of-home placement is the least restrictive placement and most family-like setting.
- f. Ensure that placements are in DHHS approved or licensed foster homes or licensed facilities.
- g. Ensure that the child continues to be educated in their school of origin, unless the Subrecipient determines that it is not in the child's best interest.
- h. Ensure that the child has the most normal and developmentally appropriate experiences that are generally afforded to children not involved with the child welfare system.

D. PROGRAM REQUIREMENTS FOR SERVICE DELIVERY

1. The service array will include innovative and flexible in-home and out-of-home services and supports that integrate a strengthening families approach to build protective factors. The Subrecipient will manage and or deliver an array of services that:
 - a. Is trauma informed, trauma capable.
 - b. Is culturally competent and linguistically appropriate.
 - c. Utilizes evidence based practices or evidence informed practices.
 - d. Effectively engage those receiving the services.
 - e. Is delivered in the family home, neighborhood and community where the child and family reside whenever possible.
 - f. Utilizes data to demonstrate effectiveness.
 - g. Supports cross-agency collaboration with two-generational or whole family approaches.
 - h. Is consistent with any orders issued by the court.
2. The Subrecipient will ensure that a sufficient capacity of trained foster and adoptive families are available to serve children in the Eastern Service Area.
3. The Subrecipient will deliver the services and supports to help youth successfully transition into adulthood.
4. The Subrecipient will ensure that the array of service and supports can be individualized to meet the unique needs of *children* being referred. The unique needs of the child population being referred may include but is not limited to:
 - a. Children ages birth to five (5).
 - b. Infants born with and identified as being affected by illegal substance abuse or withdrawal symptoms resulting from pre-natal drug exposure, or a Fetal Alcohol Spectrum Disorder.
 - c. Children who have an intellectual disability or who demonstrate behaviors consistent with children who have an intellectual disability.
 - d. Children who have been exposed to domestic violence.
 - e. Children who have extensive histories of trauma.
 - f. Children who have limited connections with supportive adults.
 - g. Youth that intersect both the child welfare and juvenile justice systems.
 - h. Youth identified as survivors of sex trafficking.
 - i. Youth who are near the age of majority and preparing to transition to adulthood.
5. The Subrecipient will ensure that the array of service and supports can be individualized to meet the unique needs of the *parents* being referred. The unique needs of this population include but are not limited to:
 - a. Parents who have extensive histories of trauma.
 - b. Parents experiencing stress, particularly caused by poverty.
 - c. Parents who have mental health and substance use disorders or co-occurring disorders.
 - d. Parents who have been impacted by domestic violence.
 - e. Young parents with very limited parenting knowledge and skills.
 - f. Parents who may be resistant to engaging with traditional service delivery models.

6. The Subrecipient will effectively manage a service array within a culture of continuous quality improvement and ensure that:
 - a. A single point of contact for referrals to be made 24 hours a day; every day of the year.
 - b. Sufficient service capacity is available to service the children and families being referred.
 - c. Services are geographically accessible to the children and families being served.
 - d. Services are delivered with appropriate frequency, intensity and duration.
 - e. Collaboration occurs with community-based and other child-serving agencies, including Medicaid Managed Care Organizations and the Regional Behavioral Health Authorities to ensure that families are able to access and engage in the services and supports they need during and after formal child welfare system involvement
 - f. Eligible families are assisted with accessing the services and supports offered through DHHS's Division of Children and Family Services Economic Assistance Programs such as Supplemental Nutrition Assistance Program (SNAP); Low Income Home Energy Assistance Program (LIHEAP); Temporary Assistance for Needy Families (TANF) and Emergency Assistance.
 - g. Ensure that providers of services will provide information through written documentation or oral testimony for court proceedings, as requested.

E. ADMINISTRATIVE REQUIREMENTS

1. The Subrecipient shall collaborate with DHHS to ensure families experience a seamless and well-coordinated transition from the Initial Assessment unit to on-going case management.
2. The Subrecipient is responsible for providing all in-state and out-of-state transportation related to the Subrecipient's primary business of serving children and families.
 - a. The Subrecipient is responsible for ensuring that it complies with all applicable Public Service Commission regulations and requirements to the extent they apply to the Subrecipient's activities in the performance of this subaward.
 - b. The Subrecipient will make reasonable efforts to maintain consistency in the individual driver(s) providing transportation and/or a transportation escort for the child.
 - c. The Subrecipient will provide secure transportation when necessary.
3. The Subrecipient shall complete a Social Security Administration Access Agreement.
4. Complaints:
 - a. The Subrecipient will provide and distribute written guidance to families and foster care families on how to lodge complaints with it related to the performance of the subaward.
 - b. The Subrecipient will respond to complaints related to the performance of this subaward as directed by DHHS.
 - c. The Subrecipient will maintain a file of all complaints and responses to the complaints related to the performance of this subaward.
5. Background Checks for Staff and Volunteers:
 - a. The Subrecipient will complete and maintain the initial background checks before any agent, employee, intern or volunteer has direct unsupervised contact with any child or family and every two years thereafter.
 - b. The Subrecipient will ensure, at a minimum, the following background checks have been completed on all agents, employees, interns, and volunteers:
 - i. Nebraska Sex Offender Registry maintained by the Nebraska State Patrol.
 - ii. Nebraska Child Abuse and Neglect Central Registry.
 - iii. Nebraska Adult Abuse and Neglect Central Registry.
 - iv. Nebraska Department Motor Vehicles Check for License Point Status.
 - v. Criminal Background Check.
 - vi. Drug Test for staff providing case management, and staff providing transportation to children and families under this subaward.
 - c. The Subrecipient will ensure, at a minimum, the following background checks have been completed on all agents, employees, interns, and volunteers who have been employed or resided in Nebraska for less than five (5) years if it is foreseeable that the individual may have contact with children and families in the performance of this subaward. If an individual's prior state of residence does not maintain a Sex Offender Registry, Child Abuse and Neglect Central Register, an Adult Abuse and Neglect Central Registry, or a

similar registry, the Subrecipient shall complete criminal background checks in the cities, counties and states of previous residence. The Subrecipient will perform the following in the individual's prior states of employment or residence:

- i. Criminal history check for each state in which the individual resided or worked;
 - ii. Sexual Offender Registry;
 - iii. Child and Adult Abuse and Neglect Central Register/try, and
 - iv. State repository of driving records.
- d. The Subrecipient will ensure, at a minimum:
- i. When a background check results in any non-traffic record being identified, the Subrecipient shall not allow the individual to have direct unsupervised contact with any child and will develop a process to review and determine if it wants to request DHHS approval for an agent, employee, intern, or volunteer to have direct unsupervised contact with a child or family referred by DHHS. Requests for an exception shall be made in writing to DHHS and will include the name and background information, along with supporting documentation from the Subrecipient as to why Subrecipient believes that such person does not pose a threat to children or families. DHHS shall have 10 business days to respond to such a request. Failure to respond shall not constitute approval by DHHS. All documentation related to the process is maintained in the Subrecipient's staff personnel records.
 - ii. All required background checks will be current within two (2) years for each employee.
 - iii. All background check documentation will be maintained in staff personnel records. This includes documentation requested and received from states other than Nebraska.
6. Second Tier Subrecipients:
- a. Subrecipient may not allow a subcontractor or second tier Subrecipient to further subcontract for services, other than foster family care, under this subaward.
 - b. The Subrecipient will ensure that information retained by any subcontractor meets state and federal compliance and legal requirements and will be available to DHHS upon request. This includes, but is not limited to, financial information and source documentation of subcontractors for Title IV-E reimbursement and audit purposes.
 - c. The Subrecipient will ensure that subcontractors or second tier subrecipients meet all background check requirements.
 - d. The second tier Subrecipients will work collaboratively with the agencies identified as Nebraska's Managed Care Organizations (MCO) to provide health care benefits and services to Medicaid and Children's Health Insurance Program (CHIP) enrollees. Providers delivering treatment services will be enrolled and sustain membership with the MCO.
7. The Subrecipient shall assist and cooperate with the orderly transition and transfer of subaward activities and operations to prevent the disruption of services delivered to children and families.

F. FINANCIAL REQUIREMENTS

1. Cost Allocation Plan/Administrative Expenditures:
 - a. The Subrecipient shall complete and submit a cost allocation plan that outlines the administrative functions performed by the Subrecipient, and the plan for allocating the costs of performing those functions to activities or programs supported by the costs incurred. The cost allocation plan and methodology shall be submitted in a format acceptable to DHHS to enable DHHS to claim federal administrative funds under Title IV-E. The cost allocation plan will, at a minimum, include cost pools; allocation methodologies; and benefitting programs. The Subrecipient will input paid administrative expenditures that tie to its cost allocation plan, and submit supporting financial documents as requested by DHHS, to include but not be limited to, payroll records, subcontracted expenditures, and operating expenditures on a monthly basis by no later than 30 calendar days following the month expenditures were incurred.
 - b. The Subrecipient will complete a monthly centralized random moment time study developed and administered by the Subrecipient.
 - c. The cost allocation plan and methodology shall be consistent with all requirements of the Title IV-E program, and be in furtherance of all program objectives, as set forth by DHHS.

Subrecipient shall modify its Cost Allocation Plan and/or methodology within 30 calendar days of written notice by DHHS of a modification or amendment that will ensure the maximization of federal dollars.

- 2. Source Documentation/Service Expenditures:**
 - a.** The Subrecipient and Second Tier Subrecipients/Subcontractors will separate direct foster care payments from other service delivery expenses and keep records of direct foster care payments that are readily reviewable and traceable to source documentation in a format acceptable to DHHS including, but not limited to, payments to foster parents by check, electronic funds transfers, or other payment types.
 - b.** The Subrecipient will develop and maintain a plan to track, report, and retain all information needed for Title IV-E foster care maintenance claiming. The Subrecipient shall do the following:
 - i.** Provide all necessary documentation to establish the child's initial and ongoing eligibility for Title IV-E, including, but not limited to:
 - a)** A completed copy of the Income and Resources Data (IM-18FC) form;
 - b)** Financial and third party liability information related to the child, his/her parents, and all related family members living in the child's household;
 - c)** Documentation of the child's status related to citizenship, such as a birth certificate or verification of lawful permanent residency;
 - d)** A copy of the first court order pertaining to the child's physical removal from the parent or specified relative home;
 - e)** A copy of the petition leading to the first court order pertaining to the child's removal, and any documentation referenced in the order; and
 - f)** All subsequent court orders during the child's out-of-home placement.
 - ii.** Provide all necessary documentation to establish that the service meets the criteria for a "foster care maintenance payment" of the Social Security Act, Sec. 475 (4)(A) [42 U.S.C. 675];
 - iii.** Provide all necessary documentation to establish that the placement resource meets the criteria for payment from Title IV-E funds. If the Subrecipient utilizes an out-of-state placement resource, the Subrecipient will secure and supply a copy of the license of the home or facility, if applicable, to DHHS and will cooperate with DHHS in obtaining other information needed to determine eligibility for payment from Title IV-E funds;
 - iv.** Ensure that all requirements of Title IV-E pertaining to children for whom payment is requested are met;
 - v.** At the request of DHHS, provide additional information, to enable DHHS to carry out its oversight and administrative responsibilities, including federal reviews and audits, state reviews and audits, and quality assurance reviews. The additional information shall be provided to DHHS within three (3) business days of a written request by DHHS and may include but is not limited to documentation in F2ci, and access to the child, family, or court.
 - c.** The Subrecipient shall input documentation for services provided to children and families in the DHHS N-FOCUS computer system using a format prescribed by DHHS. The Subrecipient shall input documentation for all services provided, except ongoing case management activities, at its discretion but no later than 45 days following the end of the month in which the service was provided. The documentation must be readily reviewable and traceable to source documentation and reconcile to Subrecipient's financial statements so as to qualify for Title IV-E claiming. The obligation to input documentation, including but not limited to, source documentation of all services provided shall survive the termination of this subaward.
 - d.** The Subrecipient will adjust its financial statements related to direct services if the paid claims change.
- 3. Foster Care Rates**
 - a.** In accordance with Nebraska Revised Statute 43-4215, on July 1, 2014 DHHS implemented new foster care reimbursement rates. The Subrecipient and Second Tier Subrecipients will pay foster families the same foster care maintenance rate paid to foster families by DHHS. The Subrecipient and Second Tier Subrecipient's will pay child placing

agencies the same administrative rate paid to child placing agencies by DHHS. DHHS reserves the right to revise the administrative rate to ensure that it remains a reasonable match with actual administrative costs.

4. Exempt Expenses/Costs
 - a. The Subrecipient is not responsible for payment of the following:
 - i. Services paid by Medicaid, private insurance or alternative funding source;
 - ii. Services funded by State Ward Education;
 - iii. Maintenance cost for youth placed in the Youth Rehabilitation and Treatment Center at Kearney and Geneva;
 - iv. Adoption and Guardianship Subsidies; and
 - v. Case management and extended services for a young adult who has entered into a voluntary services and support agreement under the Bridge to Independence Program, except those requirements under said program that should be performed prior to the time the young adult reaches 19 years of age and is discharged from foster care.
5. All other costs not listed in IV.F4 above, and that are associated with the performance of this subaward, are the responsibility of the Subrecipient. This includes, but is not limited to: court ordered services for which Subrecipient is unable to secure alternate funding sources; and assistance with funeral costs, if requested by family or legal guardian, for any child who dies while in the legal custody of DHHS or while being actively served under this subaward without court involvement.
6. The Subrecipient agrees to follow all state and locally developed policies and protocols related to the authorization for the purchase of services for children, youth and families being served. This includes, but is not limited to accessing other payment sources prior to utilizing child welfare or juvenile services funds. Said policies and protocols are available at: http://dhhs.ne.gov/children_family_services/.
7. Subrecipient Execution of Contracts of Subaward:
 - a. The Subrecipient must receive prior written approval from DHHS before executing contracts, or subawards with Second Tier Subrecipients, and must make available, upon request by DHHS within 10 business days of the request, a listing of the names of all Second Tier Subrecipients, the services all Second Tier Subrecipients provide, and the rates for all services paid by the Subrecipient to all Second Tier Subrecipients.
 - b. The Subrecipient will obtain prior written approval from DHHS before issuing any bonus, gift, or other payment of funds beyond base pay or salary and the Subrecipient's normal employee benefit package provided to an employee, or prospective employee, which is paid from funds provided under this subaward.
 - c. The Subrecipient must receive prior written approval from DHHS before Subrecipient or Second Tier Subrecipients engage in the practice of assessing or collecting client fees or co-pays for services.
8. Payment Timeliness
 - a. The Subrecipient shall make payment in full to the second tier Subrecipients for all goods delivered or services rendered on or before the 45th (forty-fifth) calendar day after the date of receipt by the Subrecipient of a bill meeting the Subrecipient's requirements, as set forth in Subrecipient's written policy, protocol or contract terms with the Subrecipient. Payment to treatment Subrecipients that are delayed due to coordination of benefits with insurance providers will be paid on or before the 180th (one hundred and eightieth) calendar day after receipt of a bill as described above. Nothing in this subaward is intended to create a third party beneficiary relationship with Subrecipients. This provision shall survive termination of the subaward.
9. Financial Statements
 - a. Monthly financial statements will be provided by the Subrecipient to DHHS within 30 calendar days of the end of the month. The financial statements will include a balance sheet, income statement, and statement of cash flows in a format that is acceptable to DHHS. The financial statements will be prepared using the accrual basis of accounting and using GAAP.

- b. Thirty (30) calendar days following the end of each month, beginning 30 days after contract start date, an aging of accounts payable must be provided by Subrecipient to DHHS. The accounts payable aging will be consistent with the monthly financial statements provided to DHHS and list by vendor the amount owed to each vendor and: what portion of the amount owed has been due less than 30 days; what portion has been due between 30 days and 59 days; what portion has been due between 60 days and 89 days; what portion has been due between 90 days and 119 days; and what portion has been due 120 days or longer. In addition, a reconciliation of accrued expenses to the balance sheet will also be provided each month to the DHHS. Nothing in this section is intended to limit access to Subrecipient's records and information as provided elsewhere in this subaward and the terms of this section shall survive termination of this subaward.

G. FEDERAL AND STATE REQUIREMENTS

- 1. The Subrecipient will abide by all policy requirements of Nebraska Administrative Code; applicable state and federal statutes and regulations; any other applicable codes; applicable program guidance and administrative memos; and applicable written policy directives and interpretations from or as directed by DHHS.
- 2. Federal Laws include but are not limited to:
 - a. P.L. 114-22 Justice for Victims of Trafficking Act of 2015
 - b. P.L. 113-183 Preventing Sex Trafficking and Strengthening Families Act
 - c. P.L. 112-34 Child and Family Services Improvement and Innovation Act
 - d. P.L. 111-320 CAPTA Reauthorization Act of 2010
 - e. P.L. 110-351 Fostering Connections to Success and Increasing Adoptions Act of 2008
 - f. P.L. 109-248 Adam Walsh Child Protection and Safety Act of 2006
 - g. P.L. 105-89 Adoption and Safe Families Act of 1997
 - h. P.L. 104-188 Interethnic Provisions of 1996
 - i. P.L. 103-382 Multiethnic Placement Act of 1994
 - j. P.L. 95-608 Indian Child Welfare Act (ICWA) of 1978
 - k. Interstate Compact on the Placement of Children.
 - i. The Subrecipient will comply with the Interstate Compact on the Placement of Children (ICPC) process and policy regarding visiting state wards placed in other states.
 - l. Interstate Compact on Adoption and Medical Assistance (ICAMA)
 - m. 42 USC 601-687 Title IV of the Social Security Act
 - n. P.L. 106-169 Federal Independent Living Requirements (John H. Chafee Foster Care Independence Act)
 - o. 42 U.S.C. 12101 et seq. The Americans with Disabilities Act (ADA)
 - p. 45 CFR 80.3 Federal Prohibition Against National Origin Discrimination including Limited English Proficiency (LEP)
 - q. P.L. 103-277 Pro-Children Act of 1994
 - r. 2 CFR § 200 et seq, Uniform Grant Guidance
- 3. State Laws include but are not limited to:
 - a. Nebraska Juvenile Code §§ 43-245 through 43-2,129
 - b. Nebraska Rev. Stat. § 43-4204
 - i. The Subrecipient will timely provide any information requested by DHHS necessary to complete any readiness assessment developed by DHHS. Said readiness assessment will, in part, assess the bidder's readiness to execute contract and begin preparations for any transition of case management services.
 - ii. The Subrecipient shall not directly provide more than thirty-five percent of direct services required under this subaward.
 - c. Nebraska Indian Child Welfare Act, Neb. Rev. Stat. § 43-1502 through 43-1517
 - d. Foster Care Review Act, Neb. Rev. Stat. § 43-1301 et seq.
 - e. Court Appointed Special Advocate Act, Neb. Rev. Stat. § 43-3701 through 43-3720

- f. Licensing and Approval Requirements:
 - i. All foster homes must be licensed or approved as defined in applicable policy, rules or regulations. DHHS will issue the license and is responsible for all licensing actions.
 - ii. Subrecipient shall ensure that persons providing foster care are in compliance with applicable State Statutes, including, but not limited to, Neb. Rev. Stat. § 71-1902.

- g. Child Placement Practices:
 - i. All placements must be documented in NFOCUS within 72 hours of a child's placement except in situations beyond the control of Subrecipient. For excepted situations, Subrecipient will work with DHHS to document placement as soon as possible.
 - ii. The Subrecipient shall obtain and maintain an active and ongoing Child Placing Agency license with DHHS, including the provision to license foster homes and relative foster homes.

- 4. Waiver Demonstration
 - a. The Subrecipient will cooperate with DHHS with respect to any services or reporting required pursuant to the Title IV-E Waiver Demonstration Project Terms and Conditions and Initial Design and Implementation Report, as DHHS deems appropriate and applicable.

 - b. The Subrecipient and all Second Tier Subrecipients will comply with provider performance improvement measures in accordance with the Title IV-E Waiver Demonstration Project Terms and Conditions and Initial Design and Implementation Report administered by DHHS. The Subrecipient will include performance measures, indicators, and outcomes in contracts with its subcontractors and Second-Tier Subrecipients that mirror those DHHS has with its Subrecipients. Any changes to the performance measures, additional contract language that could affect the implementation of provider performance improvement measures, or any other programmatic changes with Subrecipients must be approved by DHHS, in writing, prior to implementation. The Subrecipient will oversee the implementation of provider performance improvement measures with its second-tier Subrecipient's. The Subrecipient will ensure its Second-Tier Subrecipient's enter all necessary data as prescribed by DHHS. The Subrecipient agrees to provide all documentation and data necessary for the completion of the Title IV-E Waiver Demonstration Project evaluation.

- 5. At the end of each year of the subaward, if Subrecipient's total expenditures pursuant to this subaward, including administrative costs, are less than the compensation paid to Subrecipient, the difference will be used for actual, necessary, and reasonable expenses of Subrecipient for the identification and implementation of child welfare services in the Eastern Service Area to prevent entry and re-entry into the child welfare system as approved by DHHS and the Subrecipient. Subrecipient will provide a monthly report of services rendered and funds expended that are readily reviewable and traceable to source documentation demonstrating the funds were used in accordance with this provision. This provision shall survive the end of the term of this subaward.

H. INFORMATION SYSTEM REQUIREMENTS

1. The Subrecipient will use the State's Enterprise System (N-FOCUS) to perform all case management activities under this subaward.
2. The Subrecipient will use N-FOCUS to input all documentation for services provided to children and families.
3. The Subrecipient will allow and provide DHHS access to any and all information and data collected related to the performance of this subaward.
4. The Subrecipient will only grant employees of the Subrecipient access to DHHS computer systems N-FOCUS, MMIS, and CHARTS.
5. The Subrecipient will not grant subcontractors or employees of subcontractors access to DHHS computer systems N-FOCUS, MMIS, and CHARTS without the express written consent of the Director of the Division of Children and Family Services or the Director's designee.
6. All information accessed, stored, or processed in DHHS computer systems N-FOCUS, MMIS, and CHARTS is the sole property of DHHS.
7. Subrecipient employees are granted access to this information under the terms and conditions of this subaward.
8. All information collected and compiled by the Subrecipient on behalf of DHHS under the terms and conditions defined in this subaward is the sole property of DHHS and subject to all privacy and security safeguards defined by DHHS.
9. The Subrecipient will use the DHHS Computer Systems N-FOCUS, MMIS, and CHARTS data systems only through DHHS supplied CITRIX access and encryption technology.
10. The Subrecipient will assign unique access log-on accounts into DHHS Computer Systems N-FOCUS, MMIS, and CHARTS data systems to each individual and that the logon account may only be used by the individual to whom it is originally assigned.
11. The Subrecipient will assign a security administrator for all their sites with the duty and responsibility to immediately:
 - a. Notify DHHS Help Desk when a Subaward employee is terminated or leaves employment so the Help Desk may terminate the employees Citrix access. Subrecipient shall not allow any other Subrecipient employee to use the log-on access of a terminated employee.
 - b. Notify DHHS Help Desk when a new employee is hired including compiling and sending all necessary original documentation to DHHS. All documentation and necessary information must be received before the request for a new user log-on access will be accepted.
12. The Subrecipient will meet compliance requirements for all applicable state and federal Physical, Administrative, and Electronic safeguard standards (as per safeguard publication listed below) and abide by DHHS Information Technology Policies that govern the appropriate use of, disclosure of, privacy of, and security of information provided by DHHS or compiled by the Subrecipient on behalf of DHHS under the terms and conditions defined in this subaward.
 - a. Health Insurance Portability Accountability Act of 1996 (HIPAA) Privacy Rule 45 CFR Part 160 and Subparts A and E of Part 164
 - b. HIPAA –Security Rule 45 CFR Part 160 and Subparts A and C Part 164
 - c. Internal Revenue Service (IRS) - Publication 1075
 - d. Social Security Administration (SSA) - Computer Match Agreement
 - e. DHHS Information Technology Policies
13. DHHS or any applicable State or Federal agency with jurisdiction (e.g. OCR, IRS, SSA, DHHS, or Auditor of Public Accounts) may conduct unannounced compliance inspections relating to the Physical, Administrative, and Electronic safeguards defined in the publications listed above or as part of other legal authority.

14. The Subrecipient will be held responsible for all criminal and civil penalties for actions of the Subrecipient or anyone in their employ as defined in the publications listed above.
15. The Subrecipient will comply with the Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006 §§ 87-801 through 807 any time there is a suspected loss of personal information as defined in said statute.
16. Subrecipient owned and supported desktop workstations, laptop computers, or mobile wireless devices are permitted to access, process, or store DHHS information or access DHHS computer systems as defined under the terms of this subaward, unless otherwise agreed to in writing between the parties.
17. The Subrecipient will encrypt all DHHS information stored, processed, emailed, or otherwise transmitted on mobile devices including laptop computers, at all times using DHHS approved technology.
18. The Subrecipient will immediately notify DHHS of any lost or stolen computer hardware that may have been used to access, process, or store DHHS information or DHHS computer systems.
19. The Subrecipient is responsible for all computer hardware support, the movement of all computer equipment, any needed network support, server and LAN printer support and software installation and configuration.
20. The Subrecipient will appoint a technology coordinator as the primary contact between the Contactor and DHHS to address IT related issues.
21. The Subrecipient will provide necessary Internet connections to support Subrecipient employee access to DHHS computer systems via CITRIX.
22. The Subrecipient is responsible for purchasing all hardware and software.
23. The Subrecipient is responsible for upgrading equipment and software as necessary to continue to access required DHHS computer systems.
24. DHHS will provide an appropriate number of Citrix licenses for remote access to the DHHS computer system. DHHS will determine the level of access granted and the applicability of each request.
25. DHHS will receive and route production support calls regarding DHHS computer systems.
26. The Subrecipient understands that remote office and home office work sites are permitted under the terms of this subaward provided each location meets the compliance requirements as detailed in publications listed in H12 above. DHHS information may only be accessed from or stored on a Subrecipient owned and supported computer or electronic device at these locations unless otherwise agreed to in writing by the parties. The Subrecipient will ensure all communication transmissions from remote sites, including e-mail, use DHHS-approved encryption technology.
27. The Subrecipient will ensure that reasonable and appropriate actions have been taken to ensure remote work sites meet compliance requirement and will perform and document annual physical site reviews for all remote office and home office locations. The site safeguard reviews will include inspection of physical, administrative, and electronic safeguards implemented at each location. Documentation will include any noted deficiencies, recommendations, and actions taken to address noted deficiencies. Site safeguard review documentation will be made available upon request to DHHS agents or other applicable compliance officers with jurisdiction.
28. The Subrecipient shall ensure Subrecipient agents, employees, interns and volunteers take all appropriate physical and electronic safeguard precautions when accessing DHHS information from a remote worksite including home offices, client residences, hotel rooms, or any other public location.
29. The Subrecipient understands that wireless laptops are permitted under the terms and conditions of this subaward and agrees to implement policies that address the physical security of mobile

devices, the risk of using unsecured wireless connections, and rules of behavior that govern the appropriate use and safeguards Subrecipient employees must take when using mobile devices outside Subrecipient office locations.

- 30. The Subrecipient must utilize either an assigned State of Nebraska domain Outlook email account or the state's encrypted secure e-mail system when e-mailing communication that may contain HIPPA defined electronic protected health information and/or any other private and confidential information defined by DHHS.
- 31. The Subrecipient must utilize the National Electronic Interstate Compact Enterprise (NEICE) system when requesting to place a child out of state.

I. OUTCOMES

- 1. Continuous Quality Improvement/Data Requirements:
 - a. The Subrecipient shall utilize a Continuous Quality Improvement (CQI) System pursuant to this subaward. The Subrecipient will utilize a CQI system to monitor and report on the Subrecipient's performance achieving federal outcome measures and achieving desired goals that contribute to achieving the federal outcome measures. The Subrecipient will involve service providers and other critical stakeholders in the CQI system in order to achieve desired goals and federal outcomes measures. The Subrecipient will participate in both local and statewide DHHS CQI meetings.
- 2. Performance Standards:
 - a. The Subrecipient will meet specific performance and accountability targets established by DHHS and federal authorities that impact the safety, permanency, and well-being of children. If the performance measures or outcomes are not achieved, the Subrecipient will work collaboratively with DHHS to develop and implement a performance improvement plan (PIP). The Subrecipient must cooperate and fully participate with DHHS in any scheduled Children and Family Services Review or other Federal reviews. Failure of the Subrecipient to successfully meet the PIP requirements within PIP timeframes may be considered a material breach of the contract. Some outcomes may also be tied to financial penalties. All outcomes will be posted on DHHS's Website for public viewing.
- 3. Retainage
 - a. DHHS will withhold a portion of the semi-monthly fixed payments as retainage. The retainage will be payable quarterly to Subrecipient based upon the degree of success achieving the three identified performance measures.
 - i. Recurrence of Substantiated Maltreatment. This outcome measures the rate of recurrence, expressed as a percentage, of substantiated maltreatment in a 12-month period in the Eastern service area, whether or not the child was involved with the court system. The Subrecipient is expected to achieve 6.60% or lower recurrence of maltreatment. The percentage of the retainage payable is dynamic and will be calculated using the straight line method between the range of 7.40% and 6.60%. The following chart demonstrates the percentage payable at certain points along the straight line.

RECURRENCE OF SUBSTANTIATED MALTREATMENT PERFORMANCE TARGETS	
6.60%	100%
6.80%	75%
7.00%	50%
7.20%	25%
7.40%	0%

- ii. Average Length Of Stay for Non-Court Involved Children. This outcome measures the average length of stay, in days, on a rolling 12-month average, for non-court children who exited care. The Subrecipient is expected to achieve 105 average

days or lower. The percentage of the retainage payable is dynamic and will be calculated using the straight line method between the range of 105 days and 125 days. The following chart demonstrates the percentage payable at certain points along the straight line.

AVERAGE LENGTH OF STAY FOR NON-COURT INVOLVED CHILDREN PERFORMANCE TARGETS	
105 days	100%
110 days	75%
115 days	50%
120 days	25%
125 days	0%

- iii. Average Days to Reunification for Court Involved Children. This outcome measures the average length of stay, in days, on a rolling 12-month average, for court children who exited care and the permanency achieved was reunification. The Subrecipient is expected to achieve 385 average days or lower. The percentage of the retainage payable is dynamic and will be calculated using the straight line method between the range of 385 days and 425 days. The following chart demonstrates the percentage payable at certain points along the straight line.

AVERAGE DAYS TO REUNIFICATION FOR COURT INVOLVED CHILDREN PERFORMANCE TARGETS	
385 days	100%
395 days	75%
405 days	50%
415 days	25%
425 days	0%

- b. At the end of each quarter of this subaward, the Subrecipient will be entitled to receive a portion of the retainage based on the schedules set forth herein. Fifty percent of the retainage will be allocated to recurrence of substantiated maltreatment; twenty five percent of the retainage will be allocated to average length of stay for non-court involved children; and twenty five percent of the retainage will be allocated to average days to reunification for court involved children. The payment will be equal to the amount of retainage to date for each outcome multiplied by the applicable year to date percentages less any retainage payments already paid to subrecipient. Payments will be made under this paragraph within thirty (30) days after the end of the quarter and reconciled at the end of each fiscal year of this subaward. If the gross amount of the fixed payments plus variable payments made under this section is less than do not exceed amount at the end of each fiscal year of this subaward, the final reconciliation calculations will use a gross retainage equal to the bidder's proposed percentage of the sum of the fixed payments and variable payments received. The difference between the retainage to date at the end of the term and ten percent of the sum of the fixed payments and variable payments received will be first applied to any sums due DHHS under the end-of-term reconciliation and the balance, if any, will be payable to Subrecipient. The retainage will be completed on an annual basis for each fiscal year. Retainage will be calculated separately for each fiscal year.

J. REPORTING REQUIREMENTS (DELIVERABLES)

- 1. Cost Allocation Plan**
 - a.** In order to continue receiving bi-monthly fixed payments, a cost allocation plan must be submitted to and approved by DHHS by no later than ninety (90) days after contract start date.. DHHS will not unreasonably withhold approval of such cost allocation plan.

- 2. Financial Reports**
 - a.** Monthly financial statements will be provided by the Subrecipient to DHHS within 30 calendar days of the end of the month. The financial statements will include a balance sheet, income statement, and statement of cash flows in a format that is acceptable to DHHS. The financial statements will be prepared using the accrual basis of accounting and using GAAP.
 - b.** Thirty (30) calendar days following the end of each month, an aging of accounts payable must be provided by the Subrecipient to DHHS. The accounts payable aging will be consistent with the monthly financial statements provided to DHHS and list by vendor the amount owed to each vendor and; what portion of the amount owed has been due less than 30 days; what portion has been due between 30 days and 59 days; what portion has been due between 60 days and 89 days; what portion has been due between 90 days and 119 days; and what portion has been due 120 days or longer. In addition, a reconciliation of accrued expenses to the balance sheet will also be provided each month to the DHHS. Nothing in this section is intended to limit access to the Subrecipient's records and information as provided elsewhere in this subaward and the terms of this section shall survive termination of this subaward.

- 3. Expenditures**
 - a.** The Subrecipient must track and report, quarterly and annually all federal and state expenditures, including administrative costs, in a format approved by DHHS. Tracking includes, but is not limited to, reconciling its monthly financial statements to invoices for services for purposes of claiming reimbursement under Title IV-E. The reconciliations must be readily reviewable and traceable to source documentation. The Subrecipient must comply with 2 CFR § 200 et seq., including performing pre-award risk assessments.

- 4. State and Federal Reports**
 - a.** The Subrecipient will provide any information requested by DHHS necessary to complete reports required by any applicable federal or state law or regulation, including but not limited to caseloads, training, coordination with Tribes, Foster and Adoptive Parent Recruitment and Retention Plans, Monthly caseworker visits, Continuous Quality Improvement, etc.

- 5. Performance Reviews**
 - a.** The Subrecipient will cooperate with performance reviews that focus on the quality of the day to day operations and financial performance of the Subrecipient.

- 6. Performance Improvement Reports**
 - a.** The Subrecipient will provide Performance Improvement Reports for those performance indicators that have not been met. The plan will contain strategies to meet the identified outcome.

- 7. Complaints**
 - a.** The Subrecipient will provide a quarterly report of all complaints made by children, families or constituents will be provided to DHHS.

- 8. Critical Incident Reports**
 - a.** The Subrecipient shall immediately report (verbally) to DHHS any Critical Incident. The term Critical Incident includes, but is not limited to:
 - i.** Death of a child resulting from abuse or neglect;
 - ii.** Near fatality, life threatening condition or serious injury of a child resulting from abuse or neglect;
 - iii.** Suicide, or attempted suicide of a state ward or child DHHS is involved with;

- iv. Death of a state ward or child DHHS is working with by other means, accidental or non-accidental;
 - v. Death or non-accidental serious injury of a staff person while on the job;
 - vi. Allegations or arrests of a state ward or child DHHS is involved with for serious illegal/criminal activity (i.e. homicide; manslaughter; near fatality of another person; sexual assault; assault – first or second degree; aggravated or armed robbery; etc.,
 - vii. Any other event that is highly concerning, poses potential liability, or is of emerging public interest; and
 - viii. Any other incident designated by DHHS.
- b.** The Subrecipient shall provide to DHHS a written report of the Critical Incident within four (4) hours on a DHHS-approved format.
- 9.** Safety Standards:
- a.** The Subrecipient shall immediately report any circumstances which would require a report pursuant to Neb. Rev. Stat. § 28-711 to the DHHS Hotline (1-800-652-1999), or appropriate law enforcement agency, or 911 if an emergency, in addition to the assigned DHHS personnel.
 - b.** The Subrecipient will provide documentation of its protocol for reporting suspected abuse and neglect for staff in its employment and with any second tier subrecipients.
- 10.** Laws Violations by Employees
- a.** The Subrecipient is required to report within 24 hours to the Subaward Liaison any non-traffic arrest or conviction of an employee who may have contact with children and families in the performance of this subaward.
- 11.** Additional Reporting Requirements:
- a.** The Subrecipient will timely provide any information requested by DHHS necessary to complete reports required by any applicable federal or state law or regulation.

K. BUSINESS ASSOCIATE PROVISIONS

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this contract, shall mean Contractor.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this contract, shall mean DHHS.

HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Other Terms. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

- 1.** The Contractor shall do the following:
 - a.** Not use or disclose protected health information other than as permitted or required by this Contract, consistent with DHHS' minimum necessary policies and procedures, or as required by law.
 - b.** Implement and maintain appropriate administrative, physical, and technical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent access to, use, or disclosure of protected health information other than as provided for by the Contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
 - c.** Report to DHHS, within fifteen (15) days, any use or disclosure of protected health information not provided for by this Contract of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any security incident of which it becomes aware. Contractor shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of

protected health information pursuant to the conditions of this Contract through the preparation and completion of a written Corrective Action Plan subject to the review and approval by the DHHS. The Contractor shall report any breach to the individuals affected and to the HHS Office of Civil Rights, and if warranted the media, on behalf of the covered entity, as required by the HIPAA regulations.

- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information;
 - e. Within fifteen (15) days:
 - i. Make available protected health information in a designated record set to DHHS as necessary to satisfy DHHS' obligations under 45 CFR 164.524;
 - ii.
 - iii. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by DHHS pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR 164.526;
 - iv.
 - v. Maintain and make available the information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS' obligations under 45 CFR 164.528;
 - f. To the extent the Contractor is to carry out one or more of DHHS' obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligation(s); and
 - g. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
2. The Contractor is permitted to use and disclose protected health information:
- a. As necessary to perform the services set forth in this Contract;
 - b. As required by law; and
 - c. Consistent with DHHS' minimum necessary policies and procedures.
3. The Contractor may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.

L. CAPACITY BUILDING COMPONENT

- 1. DHHS will reimburse actual and allowable expenses incurred by the successful bidder for reasonable and prudent incremental management, administrative, and support staff, as well as reasonable and prudent operating expenses incurred prior to July 1, 2017 that are necessary to build capacity in Nebraska to support transition planning, staff recruitment, and service contract procurement. Such reimbursement of actual and allowable costs shall not exceed \$300,000.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

Further, Section III. Terms and Conditions must be returned with the proposal response.

2. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized. Per Neb Rev Stat. § 43-4204, the Subrecipient must have a board of directors of which at least fifty-one percent of the membership is comprised of Nebraska residents who are not employed by the Subrecipient or by a subcontractor of the Subrecipient. Failure to provide a plan that sufficiently addresses the statutory requirements, in the sole discretion of DHHS may result in a rejection of any bid. Any new entity created will have to execute all final contractual documents, but the entity does not have to be created unless awarded the contract.

The Bidder will describe how it will comply with the requirements of the governing board and financial liquidity as described in Neb. Rev. Statute 43-4204

Bidder will describe its corporate structure.

If newly organized, bidder will provide same information for parent company.

b. FINANCIAL STATEMENTS

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

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

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

If newly organized, bidder will provide same information for parent company.

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous (ten) (10) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g. CONTRACT PERFORMANCE

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past ten (10) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past ten (10) years, including the other party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past ten (10) years, so declare.

If at any time during the past ten (10) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder must address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The Contractor's responsibilities;
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description shall identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and Subcontractor(s) experience must be listed separately. Narrative descriptions submitted for Subcontractors must be specifically identified as Subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, Subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.
- iv. Bidder will describe previous experience with serving the child welfare population or any other relevant experience with the child welfare population.
- v. If newly organized, bidder will provide same information for parent company.

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

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

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

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

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

j. SUBCONTRACTORS

If the bidder intends to Subcontract any part of its performance hereunder, the bidder must provide:

- i. name, address, and telephone number of the Subcontractor(s);
- ii. specific tasks for each Subcontractor(s);
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

k. REFERENCES

The bidder should provide three references from a non-DHHS individual familiar with the bidders' corporate experience.

3. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

a. Technical Approach

- i. The bidder shall describe its on-going case management model that it plans to utilize to effectively serve child protection cases.
- ii. The bidder shall describe its plan to develop and sustain a stable case management workforce.
- iii. The bidder shall describe how it will engage non-custodial parents and relatives in order to strengthen and preserve connections for the child.
- iv. The bidder shall describe how it will manage and deliver a continuum of services and supports that will be available for children and families in order to prevent children from being removed from the family home during the time that DHHS is conducting the Initial Assessment of safety and risk.
- v. The bidder shall describe how it will manage and deliver a continuum of services and supports that will be available for children and families in order to achieve the permanency goals identified while delivering ongoing case management.
- vi. The bidder shall describe how it will collaborate with community-based and other child-serving organizations, including Medicaid Managed Care Organizations and the Regional Behavioral Health Authorities to ensure that families are able to access and engage in the services and supports they need during and after formal child welfare system involvement.
- vii. The bidder shall describe how it will assist eligible families with accessing the services and supports offered through DHHS's Division of Children and Family Services Economic Assistance Programs such as Supplemental Nutrition Assistance Program (SNAP); Low Income Home Energy Assistance Program (LIHEAP); Temporary Assistance for Needy Families (TANF) and Emergency Assistance.
- viii. The bidder shall describe the specific strategies and interventions it will utilize in order to support and assist youth who are near the age of majority and preparing to transition into adulthood.
- ix. The bidder shall describe the strategies and interventions that the Full Service Case Management model will use to support families with substance use disorders.
- x. The bidder shall describe how its service array will address the needs of infants born with and identified as being affected by illegal substance abuse or withdrawal symptoms resulting from pre-natal drug exposure, or a Fetal Alcohol Spectrum Disorder.
- xi. The bidder shall describe the strategies and interventions that the Full Service Case Management model will use to support families impacted by domestic violence.
- xii. The bidder shall describe how its service array will address the unique needs of children birth to 5 and how it will reduce the length of time these children are in foster care without a permanent family.
- xiii. The bidder shall describe the specific strategies that will be utilized to develop and sustain the capacity of families needed to provide foster and adoptive care to children with unique and complicated needs in the Eastern Service Area.
- xiv. The bidder shall describe how it will collaborate with DHHS to ensure that families experience a smooth and non-disruptive transition from initial assessment to ongoing case management.

- xv. The bidder shall demonstrate how it will develop the ability to comply with current federal statutes and regulations and maximize the availability of Title IV-E funding. In addition, the bidder shall demonstrate how it will comply with the Federal Families First Act, if it is approved and signed.
- xvi. The bidder shall identify strategies for raising private dollars to support its operations.
- xvii. The bidder shall demonstrate how and to what extent it will allocate any excess revenue (annual revenue in excess of annual costs) to reduce the number of children and families entering or re-entering the child welfare system in future years.
- xviii. The bidder shall describe how it will engage in meaningful consultation, collaboration and coordination with federally recognized tribes to support children and families with tribal affiliations.
- xix. The bidder shall outline a detailed plan that describes how the number of licensed relative and kinship homes will be increased in the Eastern Service Area.
- xx. The bidder shall describe its Continuous Quality Improvement approach to monitor and evaluate the quality of services.
- xxi. The bidder shall describe how Continuous Quality Improvement will be used to meet or exceed federal performance indicators.
- xxii. The bidder shall propose a retainage percentage amount of no less than 3% of the proposed Do Not Exceed Amount.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. PRICING SUMMARY

This summary shall present a pricing mechanism which includes a fixed price component to cover the bidder's administrative costs and a variable, daily rate component to cover the bidder's variable service costs and the Annual Do Not Exceed Amount of both components to perform all of the requirements of the Request for Proposal. The Annual Do Not Exceed Amount is the maximum amount payable for bidder's fixed administrative costs and the bidder's aggregate variable daily rate payments made in any fiscal year. The bidder must include details in the Cost Proposal supporting any and all costs.

Subrecipient will be entitled to receive the full variable rate for the first day in care after referral but will not receive any portion of the variable rate for the last day in care. No variable payments or fixed administrative costs will be made in excess of the Annual Do Not Exceed Amount for any state fiscal year. Subrecipient's obligations under this subaward will continue throughout the term of the subaward even if Subrecipient is no longer entitled to receive variable or fixed payments. These obligations include, but are not limited to, accepting new referrals from DHHS and serving all children, youth, and families according to the terms of this subaward. Nothing is intended to prohibit Subrecipient from requesting an adjustment to the Annual Do Not Exceed Amount for good cause shown at the sole discretion of DHHS.

In calculating the Annual Fixed Administrative Costs and Variable Rate, the bidder must not include capacity building expenses.

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

C. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved.

**Form A
Bidder Contact Sheet
Request for Proposal Number 5444 Z1**

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Form B

Notification of Intent to Attend Pre-Proposal Conference

Request for Proposal Number 5444 Z1

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	
Number of Attendees:	Webinar _____ In Person _____

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.

Form C

Notification of Intent to Bid

Request for Proposal Number 5444 Z1

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	

The "Notification of Intent to Bid" form should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.