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Ms. Dana Crawford-Smith cc Mr. Mike St. Cin 301 Centennial Mail S, 5th FI Lincoln, NE 68508 September 27, 2022

RFP 113287 03: Child Welfare Strategy Consultant

Dear Ms. Crawford-Smith,

On behalf of Ernst & Young LLP (the US firm or EY US) and our proposed team, we thank you for the opportunity to respond to your Request for Proposal (RFP) for Child Welfare Strategy Consultant Services for the Nebraska Department of Health and Human Services (DHHS or the Department).

The EY US team is committed to serving the State of Nebraska. We applaud Nebraska's efforts in recent years to create change from the ground up with the Community Well-being model (CWB). The progress that has been made in such a short time is evidenced by the ability to implement change across a group of stakeholders who share a common goal - to strengthen and support families.

EY US is the right firm to help DHHS succeed. Here's why:

- Our clear understanding of child welfare challenges Our understanding of child welfare is comprehensive and increases our understanding of the challenges you will face in this project. We understand the complexities of child welfare and key business processes, practices and challenges faced daily by your practitioners, such as Intake, Title IV-E, Case Management, Investigation, and Financial Management. We have assisted child welfare agencies in program redesign and worked side by side with case management workers to design evidence-based intervention services allowing a child to remain safely at home.
- Our dedication to forging one team We look forward to a leading role in helping DHHS establish a comprehensive, coordinated, and collaborative one-team approach to developing your child welfare strategy through convening the key stakeholders across the State. With our team's facilitation, we will help identify and center on problem statements that lead to the best solutions.
- Our integrated team of client-serving professionals and knowledge network We provide you a team with state agency experience specific to the modernization of child welfare processes and IT systems as well as experience working with the Administration for Children & Families, the U.S. Department of Health and Human Services and CMS. We will bring you the latest learnings from our health care and public-sector project teams on the ground in many states and communities in the US, providing you with direct access to evolving transformation discussions as they take place.
- We have a proven success record working with both our government and commercial health and human services clients facing similar program transformation challenges. Our EY US team is formed with industry subject-matter resources and project management professionals who have deep experience with state and federal human service programs, specifically child welfare.

It would be an honor to work with Nebraska to design a new national model for child and family well-being. Our proposal provides a detailed approach to how we would execute and manage the workgroup activities as highlighted in the Request for Proposal (RFP). We look forward to an opportunity to discuss the details of our approach with you. If you have any questions or would like to discuss our proposal in more detail, please feel free to contact Andrea at +1 217 741 1412.

andrea Slaves

Sincerely,

Andrea S. Danes Global Human Services Leader Ernst & Young LLP

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Ernst & Young LLP (EY US or the Firm) is submitting this proposal. EY US is part of the global organization of member firms (collectively, EY) of Ernst & Young Global Limited, separate legal entities that perform professional services under the EY name worldwide.



Section 1. Corporate Overview

A. Contractor identification and information

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

Ernst & Young LLP (EY US or the US firm), a limited liability partnership, is a member firm of Ernst & Young Global Limited, an organization whose locally owned member firms operate under the "EY" name in approximately 150 countries around the world. The Americas area, formed in 2006, comprises member firms in 30 countries and more than 79,000 people.

The US firm is a substantial entity, with 49,000 people working in the US. The US firm is owned by approximately 3,500 US partners and principals. The workplace culture of the US firm is recognized by organizations such as Fortune magazine and the Great Place to Work Institute which frequently place EY US near the top of their lists for countries across the Americas Area.

Ernst & Young LLP is not incorporated, but we are registered as a limited liability partnership in Delaware on July 1, 1994. Please find the evidence showing our registration in Delaware and good standing in the **Appendix** located in this response.

Ernst & Young Global Limited is composed of the Executive and Regions. The Executive includes our global leadership, governance bodies, and three geographic Areas. Working together they oversee global strategy, brand, business planning, investments, and priorities.

Our 22 Regions are grouped under three geographic Areas: Americas, EMEIA, and Asia-Pacific. This structure is streamlined to allow us to make decisions quickly, execute our strategy and deliver exceptional client service wherever in the world our clients do business.

For US office information, please go to the following link: https://www.ey.com/en_us/locations/united-states

B. Financial statements

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

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

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

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

Ernst & Young LLP (together with its affiliate, Ernst & Young U.S. LLP, the "Partnership") is a private limited liability partnership, and we do not distribute our financial statements to parties other than our partners, principals and lenders. However, the Partnership's size and strong track record of success provide compelling evidence of our having the financial resources needed to serve The State of Nebraska, Department of Health and Human Services.

The Partnership's fiscal year 2021 total revenues, which include expenses billed to clients and amounts billed to other EY member firms (i.e., inter-firm revenues), approximated US\$16.2 billion.

The Partnership's financial position as of the end of its most recent fiscal year (July 2, 2021) was strong, with total assets of US\$6.4 billion, primarily consisting of cash and short-term investments and amounts due from clients which, together, represented approximately 68% of total assets. These available assets, coupled with significant unused bank lines of credit, provide the Partnership with levels of liquidity more than sufficient to fund our operations as well as our investment needs.

Capital and current accounts (representing the partners' and principals' cash in the Partnership), as well as long-term borrowings from various banks and insurance companies, represented approximately US\$3.3 billion at July 2, 2021, of which approximately US\$925 million represents long-term borrowings.

The Partnership's long-term debt and revolving credit facilities are rated annually by Fitch Ratings, the debt rating agency. Fitch Ratings recently affirmed the Partnership's 'AA' debt rating and its 'Stable' Rating Outlook. In reviewing the Partnership's 2021 annual financial statements, Fitch Ratings, in its letter of October 22, 2021, stated that "The ratings reflect EYUS's conservative financial profile, strong and stable cash flow and high client retention rates." Fitch also stated that the Partnership's "credit statistics have continued to remain strong as a result of strong cost controls and funded debt levels remain low relative to EBITDA and cash flow from operations." The rating agency defines a AA rating as follows: " 'AA' ratings denote expectations of very low default risk. They indicate very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events."

In addition to maintaining a strong financial position, the Partnership maintains a comprehensive professional indemnity insurance program that is continually monitored and modified so as to provide coverage considered appropriate in the current operating environment. We believe our coverage is commensurate with that carried by the other Big Four firms.

We would be pleased to have our finance organization discuss the Partnership's financial resources and stability with you at your request.

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 contractor should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor(s) will require notification to the State.

Ernst & Young LLP (together with its affiliate, Ernst & Young U.S. LLP, the "Partnership") shall provide the DHHS with a notice for change in ownership or control should it occur. As of now, the firm does not have any such information to be reported.

D. Office location

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

Ernst & Young 1 Manhattan West 401 9th Ave New York, NY 10001

E. Relationships with the state

The contractor should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the contractor's proposal response has contracted with the State, the contractor should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

EY has not had any dealings with the State of Nebraska over the previous five (5) years.

F. Contractor's employee relations to state

If any Party named in the contractor's proposal response is or was an employee of the State within the past twelve (12) 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 contractor or is a Subcontractor to the contractor, as of the due date for proposal submission, identify all such persons by name, position held with the contractor, 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 contractor may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

The EY team does not include employees of agencies of the State of Nebraska, including as a subcontractor.

G. Contract performance

If the contractor or any proposed Subcontractor has had a contract terminated for default during the past five (5) 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 contractor's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the contractor or litigated and such litigation determined the contractor to be in default.

It is mandatory that the contractor submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the contractor's position on the matter. The State will evaluate the facts and will score the contractor's proposal accordingly. If no such termination for default has been experienced by the contractor in the past five (5) years, so declare.

If at any time during the past five (5) years, the contractor 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.

As a firm of EY's size (\$30B in revenues and tens of thousands of contracts) there are sometimes instances where EY has not been able to complete a contract, due numerous circumstances, most often circumstances such as conflict of interest that come up after contract award, regulatory changes, loss of appropriations, termination for convenience, etc. It is not EY's standard practice to keep a listing of these instances or the circumstances.

H. Summary of Contractor's Corporate Experience

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

The contractor should address the following:

- iv. Provide narrative descriptions to highlight the similarities between the contractor's experience and this solicitation. These descriptions should include:
- a) The time period of the project;
- b) The scheduled and actual completion dates;
- c) The 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 should identify whether the work was performed as the prime Contractor or as a Subcontractor . If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date

and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

v. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.

vi. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

State of Hawaii, Department of Human Services (DHS) - ARPA Child Care				
Project: American Rescue Plan Act (ARPA) Child Care Program Development & Administration				
Experience Type(s): State	Scheduled Start Date: July 2021	Actual Start Date: July 2021		
Performed as: Prime	Scheduled Completion Date: June 2022	Actual Completion Date: On-going		
Scheduled Budget: \$6.2M	Actual Budget at Completion: \$7.1M	Total Duration of the Project: 24 months		
Client Address, Phone and Email: State of Hawaii Department of Human Services P.O. Box 339 Honolulu, HI 96809-0339	Contact person, title phone and email: Scott Nakasone Assistant Division Administrator Phone: 808-586-7054 E-mail: snakasone2@dhs.hawaii.gov			

Project Description:

The COVID-19 public health emergency has put a spotlight on the critical role childcare plays in supporting children, families, businesses, and the economy. It has also highlighted the fragility of the childcare sector. Childcare is essential for our communities to thrive, but the system's current structure means many families cannot access or afford high-quality care, and the workforce is underpaid for skilled and valuable work.

In response to the urgent need to stabilize the childcare sector, the American Rescue Plan (ARP) Act included approximately \$80 million for childcare stabilization grants for Hawaii and another \$50m in supplemental block grants. This represents an important opportunity to rebuild a stronger childcare system that supports the developmental and learning needs of children, meets parents' needs and preferences with equal access to high-quality childcare, and supports a professionalized workforce that is fairly and appropriately compensated for the essential skilled work that they do.

To effectively implement the stabilization grants, the Hawaii Department of Human Services Child Care Program (DHS CCP) has engaged EY to advise on the program strategy, create an application process that enables childcare contractors to submit applications to request grant funding, screens the applications for completeness, recommends applications for approvals or denials, and provides technical assistance childcare providers participating in the application process.

Our Responsibilities:

Services provided by EY include Strategic Planning, Program Design, Technology Solution to create the technology environment for submitting and reviewing applications, Call Center support, Communications support, and Project Management to provide oversight in the overall planning, development, and implementation of the application for grant funding.

The first of the two grant programs, the Child Care Stabilization Fund has been implemented. The second, the Child Care Supplemental Development Block Grant is currently in the strategic planning phase.

- Developed Project Management Plan (PMP) using recognized Project Management Body of Knowledge (PMBOK) best practices while being flexible to stakeholders needs. Value or Benefit: Confidence of the project sponsors and stakeholders in using best practice while flexing based on their organization's needs.
- Provided a documented outline for the management and control of the organizational, developmental, and supporting
 processes necessary for the success of the project. Value or Benefit: Provides project sponsor and stakeholders with

critical information on project status, key success factors, and potential implementation risks. Enables agile response to address any issues identified to make sure the project stays on track.

- Established and documented governance process and escalation protocols. Value or Benefit: Clear communication on governance and decision making.
- Developed protocols to streamline communication and coordination within project team members, sponsors, and other stakeholders. Value or Benefit: Protocols that have the project sponsors' and stakeholders' best interests in mind as well as understand the demands outside of the project; alleviates requests to sponsors and stakeholder from multiple directions.
- Provided sponsors and stakeholders with full transparency and visibility on the status on progress of the project. Value and Benefit: Sponsors and stakeholders are aware and have the same picture on the overall health of the project and its' challenges.
- Developed status reporting tool to formalize and document weekly project status. Facilitated weekly status meetings with sponsors and other stakeholders. Value and Benefit: Formalized documentation and visual of weekly status that can be leveraged for other reporting purposes.
- Facilitated requisite meetings with workstreams to include DHS enterprise technology staff to actively keep apprised of activities, status and resolve challenges in between weekly status meetings.
- Developed Risk and Issue Register to document and manage the identification of issues and forecasting of risks; presenting preview of risks and issues to sponsors to outline mitigation and resolution strategies prior to formal reporting in status venue to minimize potential discourse. Value or Benefit: Full transparency and accounting of risks, issues, ownership and methods to mitigate and resolve. Sponsors and stakeholders are aware as much in advance on impending issues.
- Managed action items of project sponsors, other stakeholders and workstreams for resolution and follow up. Value or Benefit: Provides consistent tracking and managing of action items for successful implementation.
- Developed Decisions and Actions Items Log for tracking, managing, reference and historical purposes. Value or Benefit: Detailed tracking and resolution of action items and gives visibility of resolution.
- Conducted sessions with all workstreams, sponsors and stakeholders to define milestones, associated tasks and activities, ownership and developed an integrated master schedule outlining detailed tasks and activities of all workstreams, sponsors and stakeholders, interdependencies and responsible personnel. The schedule is continuously updated and used as a management tool. Value or Benefit: Provides visibility and detailed accounting of tasks and activities associated to a milestone, any dependencies, and owners. Informs the weekly status report and overall health of the project. The integrated master schedule essentially follows the five PMBOK process groups.

Relevance to Nebraska

- ▶ Development of processes to assist with management and control, development, and processes necessary for the success of the project. Value or Benefit: Provides project sponsor and stakeholders with critical information on project status, key success factors, and potential implementation risks. Enables agile response to address any issues identified to make sure the project stays on track.
- Establishment and implementation of governance process, communication protocols, escalation process, risk register and processes, and status reporting tool.
- Facilitation and management of stakeholder meetings, requisite meetings with workstreams, sponsor engagement and buy-in, action items, and decision making.

Hillsborough County Government				
Project: Family Preservation and Assessment System Pilot				
Experience Type(s): State	Scheduled Start Date: March 2020	Actual Start Date: March 2020		
Performed as: Prime/Sub-Contractor	Scheduled Completion Date: December 2021	Actual Completion Date: December 2021		
Scheduled Budget: \$1,350,000	Actual Budget at Completion: \$1,350,000	Total Duration of the Project: 21 Weeks		
Client Address, Phone and Email: Office of the County Administrator	Contact person, title phone and email: Ramin Kouzehkanani Chief Information & Innovation Administrator (813) 272-5244 (work) (813) 545-4478 (cell) ramink@hillsboroughcounty.org			

Project Description:

In compliance with FFPSA rules, and in partnership with the State of Florida Department of Children & Families, Eckerd Connects and the Hillsborough County Sherriff's Office, formally launched the County's "Assessment Center" and the Family Preservation Services Collaborative, a Department of Children & Families innovation pilot. Aligned with FFPSA requirements, the pilot introduced an array of services to include evidence-based practices to improve early intervention and prevention support services.

The goal of the FFPSA pilot project was intended to prevent children from entering foster care through federal reimbursement for mental health and substance abuse services, and in-home parenting training.

Our Responsibilities:

EY worked with Hillsborough County on a pilot project to transform child welfare by leveraging community partnerships and harnessing the power of data to help families avoid crisis. EY developed the Family Preservation and Assessment Tool which coalesces disparate data and provides a real-time "single view of a child" to identify those at risk of entering foster care. Availability of data and insights of the collective information improves the speed and effectiveness of child and family services, which prevents harm before it occurs: true preventive services. EY provided subject-matter advisory consultation, technology, project management, organization change management, policy, training, and communications services to co-create project efforts.

Relevance to Nebraska

- ► EY provided a community data sharing platform which combined multiple data sources and applied advanced analytics, supporting the identification of insights at the point of decision.
- ► EY worked closely with Hillsborough County sponsors and key stakeholders throughout the duration of the project
- Over 1651 families and 2914 children have been served through the county collaboration

County of Los Angeles				
Project: Prevention and Promotion Services Strategy				
Experience Type(s): County	Scheduled Start Date: April 2022	Actual Start Date: May 2022		
Performed as: Prime Contractor	Scheduled Completion Date: November 2022	Actual Completion Date: In process		
Scheduled Budget: \$350,000	Actual Budget at Completion: \$350,000 (fixed fee)	Total Duration of the Project: In process		
Client Address, Phone and Email: LA County CEO's Office 500 W Temple St Ste 526 Los Angeles, CA 90012	Contact person, title phone and email: Dr. D'Artagnan Scorza Executive Director of Racial Equity (813) 272-5244 (work) (813) 545-4478 (cell) dscorza@ceo.lacounty.gov			

Project Description:

On September 15, 2021, the LA County Board of Supervisors adopted a new motion to explore the establishment of a County Office of Prevention Services by convening a task force chaired by the CEO's office Executive Director of Racial Equity. This Board mandated that the County identifies a vision that promotes wellbeing for all of the county while also identifying strategies to reduce disproportionality and improve racial equity in the system, particularly for vulnerable youth with experience in the child welfare system.

The motion deliverables included developing a recommended governance structure that allowed effective coordination community-based prevention services and a comprehensive Countywide funding stream analysis to support the implementation of a full-scale Countywide coordinated prevention strategy.

Our Responsibilities:

EY is supporting the LA County CEO's office to establish a county-wide vision and infrastructure to provide comprehensive community-based prevention services. EY is leading a vision-setting process across County departments, community stakeholders, and those with lived expertise. This process ongoing and is grounded in facilitation, research of benchmarks of leading governance practice and identification of relevant funding streams that could support implementation of a full-scale Countywide coordinated prevention strategy

Throughout this work we are synthesizing data, research, and perspectives, facilitating key meetings, and supporting deliverable development back to the Board of Supervisors.

Relevance to Nebraska

- Scope of work is focused on prevention and promotion services, related to Nebraska's objective of child welfare strategy development.
- ▶ EY is managing facilitation across multiple stakeholders, including community members with lived experience

I. Summary of contractor's proposed personnel/management approach

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

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

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

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

Why EY? We bring the right team.

Advisory Summary

Established in 1903, the firm Ernst & Ernst was founded in Cleveland, Ohio by Alwin C. Ernst and his brother, Theodore Ernst. In 1906, Arthur Young & Co. was set up by an accountant, Arthur Young, in Chicago. The merger of Arthur Young with Ernst & Whinney in 1989 created today's firm of Ernst & Young LLP.



Figure 1

EY is focused on a core mission of "Building a better working world" and is a recognized leader in customer transformation services. We are committed to the highest levels of integrity, quality and professionalism to provide a range of relevant services in our core competencies. EY has over 1,900 individuals with deep knowledge and experience in helping government organizations transform their existing organizations, core processes and technologies. This includes projects we have performed with other state agencies across the country, for example, EY is supporting the States of Georgia, Oklahoma, Florida, and Maryland. EY helps clients transform the way they serve the public, businesses, employees, customers and visitors.

Today, our Business Consulting Government & Public Sector (GPS) is a network of highly skilled and knowledgeable professionals dedicated to serving our clients by bringing best-in-class international experience combined with local insight to solve the most critical problems facing governments today. We focus on building technology and business enterprise solutions that help public-sector entities face the challenges of now, next and beyond. EY has been providing business and technology consulting and advisory services to both state and federal partners for many years, with deep experience in providing consultative services to state agencies serving vulnerable populations. We understand that an effective service delivery approach to constituents and NE employees is a key pillar for success in your overall child welfare programs and initiatives.

We know that this engagement is much more than convening and facilitating meetings. It requires a team of people who are as passionate about strengthening families as you are. A

"EY invested in us to help our organization make real change from a large agency bureaucracy to a high-performing agency of state government that was ready to meet our changing needs. The confidence our state team gained from this experience was career-changing and brought a new level of 'customer service' and care to our constituents."

Frank Berry, MS Child Development and Family Relations - Former Commissioner, Georgia Department of Community Health - Medicaid Authority, 2016-2021

Former Commissioner, Georgia Department of Behavioral Health and Development Disabilities, 2012-2016

are as passionate about strengthening families as you are. A team of people who have dedicated their lives

both personally and professionally to this important work. We have assembled an incredible team of national thought-leaders and advisors to work with you and your stakeholders to design a practice and fiscal model that will further propel Nebraska's goal of moving from a child welfare system to a child and family well-being system.

Our key team members include:

- Andrea Danes, Engagement Partner: Andrea is recognized as an industry leader with more than 28 years of experience in both public and private sector, with program experience in Medicaid, child welfare and other human services programs. Leveraging her broad experience, she provides strategic guidance to executives leading federal initiatives, state agencies and vendor organizations to redesign their program approach, adjust product and service offerings, align with federal and state regulations, and advocate effectively across industry groups.
- Carole Hussey, Child Welfare Subject Matter Resource and Co-Facilitator: Carole dedicated the last twenty-five years of her career to working with government child welfare agencies and providers to improve programs, operations, and technologies to better serve their families. She has led eight CCWIS feasibility studies and worked with many other agencies around the country to improve programs and operations. Most recently she has worked with the American Public Human Services Association (APHSA) on a Lived Experience project and leads a workgroup in California to bring lived expertise to their technology engagements. In her free time, she volunteers for a non-profit focused on providing mentoring and academic coaching for vulnerable youth.
- Alexa Crenshaw, EY Project Team Facilitator; A certified project manager with expertise in waterfall, agile and hybrid project planning. Passionate about Health and Human Services, Alexa has led large-scale transformation management projects engaging both internal and external stakeholders on government projects within the US Central region. Alexa believes the heart of every great HHS change initiative is thoughtful design centered around end-user experience, considering the ever-changing landscape of healthcare on a National and State level.
- Ishaan George, EY Project Support; Project team contributor facilitating internal and external project stakeholder engagement and data collection. With education in Government and Economics, Ishaan hopes to make a difference in his client's day-to-day project activities by aiding with the completion of data entry, scheduling, project tasks and more.

With EY, you not only have a core team with deep child welfare acumen, experienced in facilitation and program management, you also have support from a team of Subject Matter Resources that bring knowledge of financial modeling, Federal and State funding, organizational change management, data synthetization and reporting, and strategic visioning. These individuals can be leveraged at key points during the project, as required.

- Guy Sylvester, Child Welfare Subject Matter Resource: Guy has managed multiple program areas within his 22 years at the Louisiana Department of Children and Family Services (LDCFS), Division of Child Welfare, beginning as a CPS investigator and ending as the Executive Director of Child Residential and Child Care licensing. Guy is a certified project manager and has served as the state project director for the LDCFS Integrated Eligibility project which included overall responsibility for management of vendor contracts, vendor performance, federal compliance with FNS, CMS, & ACF regulations, and successful implementation of the Louisiana Integrated Eligibility System. Guy also planned, directed, and provided management of the LDCFS' statewide program and system modernization initiatives which consisted of Child Residential Licensing and Regulation rewrite, CCWIS planning and procurement, modernization of its legacy information systems and development and implementation of a department wide document imaging and content management system, customer call center, centralized intake for child welfare, and a modernized Common Access Front End to the legacy systems that support the Child Welfare, Child Support, SNAP and TANF programs. Guy is currently leading an EY team providing the Mississippi Department of Human Services (MDHS) programs and applications teams with support that aid the department in providing timely, efficient, and responsive services for Mississippi's Child Support Enforcement Program (CSE), Supplemental Nutrition Assistance Program (SNAP) and Temporary Assistance for Needy Families (TANF) programs and ultimately to the client populations they serve.
- Alyene Calvo, Child Welfare and Organizational Change Management Subject Matter Resource: Alyene, a certified project manager and PROSCI certified Change Practitioner has served as a management

- consultant in the Health & Human Services space for over 14 years, with a special focus on Child Welfare and Behavioral Health. She has helped state and local government entities with defining technical and programmatic strategies, providing program management and third-party oversight to multiple large scale system implementations, and defining plans for stakeholder engagement and communication.
- ► Tony Mathews, Human Services Subject Matter Resource: Tony recently served as Deputy Commissioner and Chief Operating Officer for the Tennessee Department of Human Services, providing services through programs such as Families First, Supplemental Nutrition Assistance Program, Child Support, Child Care Services, Vocational Rehabilitation, Disability Determination Services, Adult Protective Services, Child and Adult Food Program, and the Social Services Block Grant. Led and coordinated multiyear department business and system modernization projects to redesign delivery and upgrade antiquated legacy systems, secured improved facilities across the state to better serve residents as well as employees, successfully relocated the central office, and re-established a critical field office in a new location following the original building's destruction in a tornado. Tony and his team were known as champions of transformation, facility, and equipment upgrades, and fostering an environment where everyone had the tools needed to do their best work. Under his leadership, DHS made significant progress revolutionizing technology systems and processes that will benefit DHS staff and customers for many years to come.

Our Management Approach

Managing large, complex projects in today's environment poses a particular challenge. EY believes in a "one team" approach in managing its' project resources. In addition to the resources identified, will lean on our network of certified project managers and Government and Public Sector professionals to garner industry leading practices to facilitate this project. With the highest regard, we propose to Nebraska a team of dedicated professionals that will bring Project Management principles to life and hold Nebraska's vision of "helping people live better lives" to the forefront of our efforts.

Refer to Section 2. Technical Approach within this response for more details on EY's approach and management of this project.

Our team is committed to the goals of the project and to the mission of the Nebraska Child and Family Wellbeing initiatives. Please refer to our team's detailed resumes and references below.



Andrea Danes
Project Partner

Background

Andrea S. Danes is EY's Global Human Services Leader. In her role as Global Human Services Leader, Andrea is charged with unifying the firm's vision and voice for transformation across social programs supporting vulnerable populations. EY recognizes the importance of social support as nations emerge from the pandemic and move into a prolonged recovery phase. Key to resilience for individuals and families is access to the necessary social program assistance while regaining their pre-pandemic footing. To better support government clients charged with such important work, Andrea leads global efforts to identify emerging trends, build sharable solutions, and enable collaboration in support of human services transformation.

Within the US Government and Public Sector market she is focused on program transformation across Healthcare and Human Services. Her role is part of the EY global initiative to leverage data and analytics to drive resilience and recovery throughout the Human Services delivery model. Focusing on HHS agency transformation and the US activation of the Vulnerable Person Platform, she spends time with state and county leaders tasked with better supporting their vulnerable populations through the pandemic and beyond.

- She is recognized as an industry expert with more than 28 years' experience in both public and private sectors, with program expertise in Medicaid, Child Welfare, and other Human Services programs. Leveraging her broad experience, she provides strategic guidance to executives leading federal initiatives, state agencies, and vendor organizations to redesign their program approach, adjust product and service offerings, align with federal and state regulations, and advocate effectively across industry groups. Andrea also is a current member of the Illinois Medicaid Advisory Committee (MAC).
- Andrea's passion for establishing better service delivery models across HHS, specifically focused on children in foster care, is driven by her professional background and the personal experience she and her husband have as foster parents to an amazing young woman. Her knowledge of the programs from the "inside out" and experience with the challenges from the "outside in" giver her exceptional insight into the current problems plaguing our Human Services programs, and the experience and expertise to help solve them.

Education and certifications

- BA, Political Studies, University of Illinois Springfield
- Doctor of Naturopathy, Trinity School of Natural Health

References

- 1. Ed Dolly, (304) 590-5998, 7500 Security Boulevard, Baltimore, MD 21244
- 2. Jarred Clark, (503) 931-0217, 2472 Crestmont Circle South, Salem, OR 97302
- 3. Theresa Eagleson, (217) 670-9148, 201 South Grand Ave. East, Springfield, IL 62763



Alexa Crenshaw, MS, PMI-ACP, PMP EY Project Team Facilitator

Background

Ms. Crenshaw is a Business Consulting Manager in Ernst & Young LLPs Government & Public Sector practice with over 6 years of project management experience supporting Government clients. Her background includes fostering client relationships and building upon business development efforts to expand into new areas of product ownership, servicing healthcare agencies. Alexa has worked with various state Health and Human Services departments on multiple healthcare programs including Medicaid. She has managed multiple portfolios with upwards of 10 different programs within those accounts at one time. Her expertise in Medicaid Third Party Liability (TPL) enables her to consult on payment accuracy solutions in the industry and provide recommendations for leading practices. As a certified project manager, Alexa can lead both day-to-day project operations and advise from a strategic level with portfolio oversight.

Relevant experience

EY Strategy and Transactions Acquisition of HHS Consulting Firm, Cambria Solutions, Service Line Due Diligence Lead

- Ms. Crenshaw coordinated daily with 5 plus EY due diligence teams, internal sponsors, external stakeholders and developed subject matter expertise in 5 internal systems unique to M&A. Responsible for quality and risk management tracking and determinations from the state and local government team for business relationships associated with the target company. Alexa led a support team to facilitate other areas of the project and assisted with tracking and monitoring throughout life cycle of the project She facilitated the project through other administrative and operational project management tasks as needed to help provide input from the Service Line perspective pre-signing, post-signing and post-close of the transaction.
- Alexa brought state and local government industry knowledge to M&A team during transaction leading to a successful close. In addition to the many day-to-day stakeholder communication efforts and outreach, she effectively onboarded 20 contractors and managed external communications with various stakeholders. Alexa made thoughtful recommendations and consistently met urgent deadlines to facilitate transaction signing processes.

Department of Human Services, Transformation Management Office, Project Manager

- Ms. Crenshaw supported the state technology office through launch of modernization and transformation efforts by serving as a project manager for multiple high visibility, federally reviewed projects. She assisted the client Product Owners with tracking, reporting and team management. Alexa advised key stakeholders on project gaps and provided feedback for issue resolution. Interproject dependencies were identified by Alexa and her team throughout the lifespan of the project launches.
- With expertise in hybrid project planning, Alexa acted in an advisory role as well as a project manager covering multiple launches, effectively able to identify key dependencies and KPI gaps through analysis and project team monitoring. Upon identifying project risks and issues, she in turn reported out to senior level leadership. Alexa performed project performance reporting in line with federal requirement compliance for state funding usage. Alexa led the EY team in crafting a project governance manual and acted as a state vendor team coordinator which aided in communication across the modernization launches within the state health technology offices.

Health Management Systems (HMS), Program Director

- Ms. Crenshaw directly oversaw three state government clients within the realm of healthcare Third Party Liability realizing increased annual revenue for both the client and her employer. Alexa was accountable for new and existing business development strategy and competitive advantage planning. She focused on financial forecasting and cost-reduction initiatives that benefited all parties. Alexa had a key role in product ownership and project management efforts for each of her state government clients.
- Alexa managed large scale client communications and achieved "Top Box" Voice of the Customer satisfactory scores. She increased payment accuracy findings for client disbursement amongst state programs and performed issue resolution daily. Alexa acted in a senior role to problem-solve large scale client issues and deliver on remediation actions in a timely manner. She developed team members and aided in new pursuit sales and development activities resulting in increased revenue year over year.

Education and certifications

- MS, Healthcare Administration, Oklahoma State University
- BA, Medical Humanities, Baylor University
- Project Management Professional Agile Certified Practitioner (PMI-ACP), PMI

Project Management Professional (PMP), PMI

Certified Associate in Project Management (CAPM), PMI

References

- 1. Courtney Walters, (206) 450-4423, 15W S Temple, #1800, Salt Lake City, UT 84101
- 2. Frank Berry, (404) 931-9966, 55 Ivan Allen Jr. Blvd NW Suite 1000, Atlanta GA, 30308
- 3. Revathi Natarajan, (212) 773-8362, One Manhattan West, 401 9th Ave., 10001



Carole Hussey

Co-Facilitator and Subject Matter Resource

Background

Carole Hussey is President of Evolv Strateg Group, a sub-contractor for this engagement. In her twenty-five year career in child welfare and human services, Carole has worked around the country helping state and local agencies improve how they operate and serve their citizens. She has led large scale systems integration, strategic advisory, and business process redesign projects all with a goal of improving outcomes for children and families.

Relevant experience

Over the years, Carole has served in a variety of roles including Managing Director, Advisor, Client Relationship Manager, and Subject Matter Expert. While she has devoted her career to child welfare, she recognizes that child and family well-being is a cross-programmatic effort. As such, she has worked on projects across the domains of human services, including child welfare, childcare, home and community-based services, early education, and more. Much of this work has included a focus on the use of technology to optimize operations, impact workforce resiliency, and empower citizens.

- For the last twelve years, Carole's work has been deeply focused on improving child welfare programs around the country. She has worked in twenty states during this time, with executive leadership, front line workers, families, and youth to identify pain points and opportunities for improvement. This work has included helping states rethink business operations, navigate Statewide Automated Child Welfare Information systems (SACWIS) requirements, define business needs and implement systems, and gain understanding requirements for the new Comprehensive Child Welfare Information System (CCWIS) regulations.
- Most recently, Carole has worked with State of California on the Product Value Services (PVS) team to help define and design their new CCWIS solution, CA-CARES. This work has included developing the product roadmap, researching opportunities to improve stakeholder engagement (with counties, providers, and clients), and monitoring for CCWIS compliance throughout the project lifecycle.
- Carole has led CCWIS/SACWIS Feasibility study projects in Pennsylvania, Virginia, Illinois, Florida (2), New Hampshire, Minnesota, and Arizona. These engagements all required significant levels of stakeholder engagement in order to better understand how technology might improve processes and practice for operational efficiencies and outcomes improvements for families. Inevitably, this also included cross-programmatic service delivery and data exchange requirements.
- For the state of New York's Executive Chamber, Carole led a project to consider crossprogrammatic service delivery across seven state agencies specific to incident management. This considered the business process and data sharing implications, as well as the technology support requirements. As with other strategic studies of this nature, there were a significant number of roundtables and information gathering sessions with the individual agencies and providers.
- Additionally, Carole is currently working on a project for the American Public Human Services Association (APHSA) to identify best practices and tools for incorporating lived-experience into programs to improve policies and practices

Education and certifications

BA, Business Administration, Duquesne University

References

- 1. Ramin Kouzehkanani, (813) 924-1230, 3619 W Bay To Bay Blvd, Tampa, Fl 33629
- 2. Rachael Kerrick-Brucker, (309) 830-2285, 2814 Capen Drv, Bloomington, IL 61704
- 3. Annmarie Senior, (916) 365-7727, 500 Capitol Mall, Suite 2100, Sacramento, CA 95814



Ishaan George

Project Support

Background

Mr. George is a project team contributor in the Government and Public Sector (GPS) Business Consulting practice at Ernst & Young LLP. Based out of the McLean, Virginia office, Ishaan's core competency is in Government Business Transformation Delivery. He joined the firm in 2022 after graduating from Bowdoin College with a B.A. in Government and Legal Studies with a Minor in Economics. Since joining EY, Mr. George has expanded his knowledge of State and Local, Health and Human Services and has developed skills learned from EY's subject matter resources on the art of project management.

Relevant experience

EY Strategy and Transactions Acquisition of HHS Consulting Firm, Cambria Solutions, Due Diligence Support

Mr. George facilitated the project team through completion of key project tasks and required stakeholder outreach. He gained familiarity in 4 internal systems allowing him to complete project work timely. Ishaan sought out internal and external stakeholder feedback to complete draft Master Service Agreements for 20+ subcontractors and completed onboarding processes. He regularly consulted leadership and reported out activities. His efforts on the engagement facilitated transaction compliance, required for acquisition close. Ishaan also gathered weekly "need to know" information and Q&A to distribute out to 100+ new team members to help aid in their transition to a new environment. Time management and new project skills were gained throughout his tenure on the project including scheduling, communication escalation, data entry and more.

RIZE Inc. Sales Internship

Ishaan completed a summer sales internship with RIZE Inc., participating in key research and development of leads within the higher education sector on behalf of the company successfully achieving over 500 points of contact. He utilized CRM software to manage engagements and create campaign newsletters with the marketing team. Ishaan created trend analysis reporting across the CRM and leaned on his skillset in Microsoft Excel to present data to leadership.

Education and certifications

B.A. Government and Legal Studies, Minor in Economics, Bowdoin College

References

- 1. Revathi Natarajan, (212) 773-8362, One Manhattan West, 401 9th Ave., 10001
- 2. Christine Luong, (703) 747-0082, 1775 Tysons Boulevard McLean, Virginia 22102
- 3. Jenna Dart, (312) 879-2370, Mission Street Suite 1600 San Francisco, California

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Subject Matter Resource Bios



Tony Mathews, MPA Subject Matter Resource

Background

Tony Mathews is a senior manager in Ernst & Young LLP's Consulting Services practice, having previously served as Deputy Commissioner and Chief Operating Officer for the Tennessee Department of Human Services. He managed the day-to-day operation and fiscal health of the state's second largest agency, with an annual budget of over \$2.7 billion, more than 4,000 employees, and 113 facilities. The department provided services to over two million people each year through programs such as Families First, Supplemental Nutrition Assistance Program, Child Support, Child Care Services, Vocational Rehabilitation, Disability Determination Services, Adult Protective Services, Child and Adult Food Program and Social Services Block Grant.

His areas of responsibility included oversight of Accounting, Appeals, Budget, Data Analytics, Facilities, Information Technology and Procurement. He also led the Department as Interim Commissioner from November 2020 to January 2021.

Relevant experience

- During his tenure at DHS, he coordinated multiyear system modernization projects to upgrade antiquated legacy computer systems, helped secure improved facilities across the state to better serve residents as well as employees, successfully relocated the central office, and reestablished a critical field office in a new location following the original building's destruction in a tornado. Tony and his team were known as champions of transformation, facility and equipment upgrades, and fostering an environment where everyone had the tools needed to do their best work. Under his leadership, DHS made significant progress revolutionizing technology systems and processes that will benefit DHS staff and customers for many years to come.
- Prior to his tenure at DHS, Tony worked in various capacities across State government, including roles as a Budget Coordinator in the Department of Finance and Administration, Chief Financial Officer for the Cover Tennessee programs, Budget Director in the Department of Environment and Conservation, and a Deputy of Long-Term Services and Supports in the Medicaid bureau. After his initial foray in public service, he worked in the private sector for several years as a Director of Operations in the healthcare industry.
- With a passion for continuous improvement and transformation, a major focus of his since joining EY has been solution planning around the Connected Constituent, as well as helping State and local governments address the homelessness issue. His experience in multiple facets of State government (and Public Administration generally), has proven to be priceless to the firm and our clients.
- Tony is a veteran of the United States Air Force, earned a bachelor's degree from Middle Tennessee State University and a master's degree for the University of Tennessee. In 2008 he completed the leadership program at the Tennessee Government Executive Institute.

Education and certifications

MA, Public Administration, University of Tennessee

BA, Political Science, Middle Tennessee State University

References

- 1. Wayne Glaus, (612) 805-7087, 1741 Hillmont Dr., Nashville, TN 37215
- 2. Cherrell Campbell-Street, (615) 651-1393, 1013 Tower Hill Rd., Gallatin, TN 37075
- 3. Anthony Burwell, (256) 509-9555. 312 Rosa Parks Ave., Nashville, TN 37243



Guy Sylvester, PMP Subject Matter Resource

Background

Guy Sylvester has 15 years of experience in the field of Project Management. He can resolve in-depth issues independently and/or with internal and external business partners in order to find appropriate resolutions, efficiencies, and with a high level of quality. At the Louisiana Department of Children and Family Services (DCFS), he worked from Child Welfare case worker, investigator, and up to Executive Director of Residential and Childcare Licensing and later as Executive Director of Program Integrity and Improvement. In the last 10 years, he led major multi-phased IT projects for the State of Louisiana and the State of Mississippi.

Relevant experience

- Providing the Mississippi Department of Human Services (MDHS) PMO office with professional project management advisory services related to the department's plans for replacement of the legacy information systems that support the SNAP, TANF, Child Support Enforcement, and Child Care programmatic areas. As the assigned project manager, he developed the project's charter, roadmap, schedule, project management plan, budget, cost allocation model, Planning Advance Planning and Implementation Advance Planning documents and support the department's effort to secure and report on Federal Funding Participation. As the Project manager, led a team 14 staff and subcontractors providing IT consulting, business process improvements, agile transformation services, chatbot implementation, and legacy systems support for the Mississippi Department of Human Services (MDHS).
- As Project Director, Guy provided executive management of the Louisiana Department of Children and Family Services' (DCFS) integrated approach to replace its aging Information Systems that were used to administer its Supplemental Nutrition Assistance Program (SNAP), Disaster Supplemental Nutrition Assistance (DSNAP) and its Temporary Assistance for Needy Families (TANF) programs with a system that integrates with the Louisiana Department of Health's Medicaid Eligibility and Enrollment system through an integrated application architecture. This included overall responsibility for management of vendor contracts, vendor performance, federal compliance with FNS, CMS, & ACF regulations, and successful implementation of the Integrated Eligibility System. Guy also Prepared and submitted budget requests to state and federal stakeholders and led a project team that consisted of approximately 100 staff with an overall budget in excess of \$114 million dollars.
- Guy planned, directed, and provided management and implementation of the Louisiana Department of Children and Family Services' statewide Modernization program initiative which consisted of modernization of DCFS information systems and development and implementation of a department wide document imaging and content management system, customer call center, intake and investigations module along with implementation of a centralized intake for child welfare CA/N reports, and a common access front end to the legacy systems for Child Welfare, Child Support Enforcement, SNAP and TANF.

Education and certifications

- BS, Social Science, University of Louisiana
- Certified Project Management Professional
- SAFe Scrum Master, Scaled Agile Framework
- SAFe Product Owner/Product Manager, Scaled Agile Framework
- SAFe Lean Portfolio Management, Scaled Agile Framework

References

- 1. Eric Horent, Ph.D, Undersecretary LA Dept. of Children & Family Services (225) 223-8956, 627 N. 4th Street, Baton Rouge, LA 70802
- 2. Kim Matherne, Economic Stability Director Louisiana Dept. of Children & Family Services (225) 572-5980, 627 N. 4th Street, Baton Rouge, LA 70802
- 3. Mark Allen, Chief Information Officer Mississippi Department of Human Services (601) 359-4566, 200 S. Lamar Street, Jackson, MS 39201



Alyene Calvo, PMP Subject Matter Resource

Background

Alyene Calvo is a Senior Manager in EY's Government & Public Sector organization, serving the State of Florida account. She has over 14 years of Project Management, Quality Assurance, and IV&V experience, leading and providing Project Management and IV&V services in support of various client initiatives. She has been deeply involved with various State projects including mobilizing project teams, conducting stakeholder analyses, leading client interviews, performing analyses on various client deliverables, providing recommendations for correcting identified deficiencies, and facilitating working sessions with client personnel to increase client project success. Her key focus sectors are State & Local Government & Education (SLED) and Health and Human Services.

Relevant experience

- Served as project manager for the Data Exchange and Taxonomy Modernization project for a state behavioral health and developmental services agency, understanding their current data taxonomy and environment, compiling their reporting requirements, and providing recommendations on how to translate data more efficiently between their 40 service providers.
- Led the first US implementation of EY's Vulnerable Persons Platform for Hillsborough County which uses data analytics and machine learning to provide key functions in the child welfare system with a Single View of a Child. Developed the project management and systems development approach for the delivery of a pilot in Hillsborough.
- Served as Program Manager for the Florida Department of Children and Families (DCF) Title IV-E Eligibility Maximization project, leading a team of 36 EY team members and a strategic partner to identify key trends and challenges related to Title IV-E eligibility processes, determinations, and funding across the 19 Community Based Care (CBC) providers and six regions of DCF. The outcomes of this project will enable DCF and the CBCs to prepare for the federal Title IV-E waiver to sunset and identify areas of improvement to maximize current federal funding, as well as garner additional funding post-waiver.
- Provided procurement and project management support for the DCF Florida Safe Families Network (FSFN) cloud migration project to meet legislative requirements and migrate the legacy mainframe application to a cloud based mid-tier hosting environment, coordinating with the application maintenance vendor and the cloud service provider.
- Project Manager for the delivery of IV&V services over a Medical Eligibility System (MES) implementation at a state agency which determines Medicaid eligibility for all Floridians. Also managed the delivery of IV&V services for a healthcare licensing and enforcement

- system at a state agency that is responsible for the regulation of healthcare practitioners across Florida.
- Developed a feasibility study including a business case and cost benefit analysis for a large state system implementation of a Substance Abuse and Mental Health services system. This project received the 2011 Project Management Institute (PMI) Distinguished Project Award.
- Performed a post-mortem, lessons learned analysis for a Florida state agency responsible for providing quality early learning services for the state's children and families.

Education and certifications

- MBA, Accounting, Troy University
- BA, Information Systems, Florida State University
- Certified Project Management Professional
- PROSCI Certified Change Practitioner

References

- 1. Gary Didio, (508) 740-5025, 4 Morton Park Road, Plymouth, MA 02360
- 2. Ken Thomas, (850) 532-8825, 1212 E. Park St., Panama City, FL 32404
- 3. Chris Wade, (850) 294-3566, 4115 Deer Lane Drive, Tallahassee, FL 32312

J. Subcontractors

If the contractor intends to Subcontract any part of its performance hereunder, the contractor should provide:

vii. name, address, and telephone number of the Subcontractor(s);

viii. specific tasks for each Subcontractor(s);

ix. percentage of performance hours intended for each Subcontract; and

x. total percentage of Subcontractor(s) performance hours.

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Name: Address: Telephone Number: Carole Hussey 27 North Slope Road (717) 860-7873

Spring City, PA 19475

Percentage of Performance Hours Intended: Total Percentage of Subcontractor Performance Hours:

~8%

Specific tasks:

Carole will serve as co-facilitator, leveraging her deep industry expertise and lived experience to provide insights during workgroup and representative committee meetings.

Additionally, Carole leverages her exposure to child welfare systems across the country to serve as a Subject Matter Resource providing research and evaluation of multiple child welfare practice models.

Carole will provide insights during the development of recommendations for the final report and the evaluation of the training Request for Proposal.



Section 2. Technical Approach

a. Understanding of the project requirements

The Nebraska Department of Health and Human Services' (DHHS), Division of Children and Family Services (CFS) has reduced out-of-home care for at risk children by engaging and supporting critical stakeholders and advocacy entities. DHHS leadership understands that children thrive in family settings and that the safety and well-being of children is best served by a caring and collaborative community with the assistance of the government. All parties realize the value of working together to enhance child and family well-being through preventative services that focus on increasing parental capacity and allowing children to safely remain in their home.

It is also clear that DHHS is committed to improving the way the citizens of Nebraska are served, supported, and empowered to succeed. The Department's collaboration with community partners has led to impressive reductions in the number of congregate and out-of-home placements. Programs like "Bring Up Nebraska" and "Nebraska Children" demonstrate the value of the government and community stakeholder partnerships coming together to intervene at the earliest indicators of risk or safety issues, to quickly reduce risk of harm, and minimize the likelihood of children from being removed from their homes.

DHHS is committed to community engagement in several ways. The Department annually provides several million dollars in support of the Community Well Being (CWB) model; one example of leveraging state and federal funds to bring stakeholder groups together from across the state to address an identified critical issue. Additionally, the DHHS created Community Support Specialist positions to collaborate with local community partners, address partner complaints and concerns, and serve as a resource and support system for local organizations.

The tremendous amount of work the State of Nebraska has done to strengthen families, reduce the number of children removed from their homes, and to provide the services needed and deserved is admirable. Over the years, the legislative support, policy improvements, and community engagement have been nothing less than inspirational. Even more impressive has been the constant push for continuous service delivery improvements. Nebraska is ready to take the next step toward improvements in equity, enhanced collaboration, increased federal funding opportunities, and heightened safety and outcomes improvements for the vulnerable children and families they serve.

EY acknowledges the level of effort and commitment DHHS is dedicating to this project to lead to better outcomes for children and families and we will work alongside the Department to facilitate this transformation initiative in an effective and timely manner.

b. Proposed development approach

Overview

Our world has been forever changed by the events of the last three years. The pandemic, the political atmosphere, inflation, and climate change have impacted our lives in many ways. The results of these impacts are visible in many areas such as increased mental health issues, economic downturns, workforce recruitment and retention, and more. The way we live, the way we work, and the way we interact have all changed; and the public demand for change has increased, calling for public service agencies to take stock in what they do and how they do it.

While there are certainly many barriers to change, there is also a ground swell of support for change. We cannot go back to the way it was. This is a time to reexamine perspectives and approaches. It is a time to hold

up the mirror and ask ourselves, "How can we do better?" Introspection and thoughtfulness will lead us to identify and center on problem statements that lead to the best solutions. We cannot solve what we have not identified. As government agencies reflect on this opportunity and design new models of support and service delivery, it is critical to consider the broader picture of community and families.

Nebraska's efforts in recent years to create change from the ground up with the Community Well-Being model (CWB) serves as an example to the nation. The progress that has been made in such a short time is evidenced of the ability to implement change across a group of stakeholders who share a common goal - to strengthen and support families.

Of course, transformation cannot be achieved without including people with lived experience in the conversations about what needs to change; to hear their stories and to authentically invite them to the table to codesign a new model of service that works across programs to



The state of Nebraska
Department of Health and
Human Services (CFS),
Division of Children and
Family Services (CFS) prides
itself on an approach to
child welfare that
emphasizes primary
prevention through
community collaboration
and honoring the dignity of
individuals with lived
experience."

strengthen families and prevent crisis. Lived experience interactions are mutually beneficial initiatives, where the lived expert can contribute to improving the system from which they were previously engaged. It is also an opportunity for them to develop their own skills and further their knowledge base, which can invite more opportunities into their lives and the lives of their families. Keeping those who are served at the heart of the design is essential to improving outcomes and making an impact.

Our approach is tailored to DHHS

Each of these current challenges motivates real transformation. At EY, we value the domain knowledge, skills and capabilities of our clients. No one knows Nebraska better than you and your people. We want to leverage the good work you have already done, and the investments made, and build off the continuation that is to come from the efforts of this proposal. Through our teaming, we build on your capabilities and provide guidance and coaching to shape an action-oriented, measurable, and achievable plan.

Our approach is grounded in four key principles:

- Collaboration: The mindset of collaboration and the value of the diversely experienced, multi-disciplinary stakeholder group will allow us to recognize the existing challenges and barriers, but also to co-design a future model that provides supports in a more effective and accepted way.
- Transparency: To nurture collaboration, there must be a commitment to candor and transparency. Creating a safe space, where challenging the status quo and honesty are valued, builds trust, and invites more valuable contributions to the effort.
- Shared Direction: When people come together to collectively work toward a greater goal, the work is driven by those guardrails. We will first lead the workgroup to establish that shared direction that will provide the foundation for all work going forward.
- Commitment: Transformational efforts are rarely accomplished by a small group of people addressing 'low hanging fruit' topics or issues. It takes lots of people rolling up their sleeves, working shoulder to shoulder, and contributing whatever they can, with focus, hard work, and dedication. Every participant will have a role to play, work on specific tasks, and report back to the workgroup.

By approaching this work with these four principles, we will work together to develop a plan to revise the practice and financial models currently used to one that considers the unique needs of families and meeting them where they are in service delivery. More details about our technical approach are explained herein.

Project activities

Within the proposed scope of work, EY presents the development activities for consideration by DHHS and enabled by the four principles of the EY project approach. These activities will be reviewed and further elaborated in collaboration with key DHHS stakeholders as we further define the project schedule outlined in section d. within this response.

1. Planning and kickoff

During this phase of work, EY will facilitate DHHS leadership in developing a strategy and plan for child welfare transformation inclusive of system partners input, accountability, change management, and key performance indicators.

Key activities: One on-site kickoff meeting to discuss and refine work plan, develop transformation vision and mission, produce transformation strategy, identify key stakeholders, agree on milestones, timing of deliverables and cadence of key meetings on-site.

Outcome(s): Defined transformational department vision and mission, assembled DHHS leadership workgroup, preparation for representative committees

2. Representative Committees formation and execution

To provide timely assessment, evaluation and development, we propose 4 key representative committees (RC) defined by categorical workgroup goals throughout the term of the contract. In addition to the primary RCs, EY proposes DHHS leadership form a preliminary strategic planning and visioning workgroup to identify "big picture" vision and future state goals for child welfare within the state including financial and practice model transformation initiatives. We recommend planning a final backlog workgroup post RC completion to capture any assessment takeaways that time may not have been allotted for during the primary work groups.

Representative Committee structure

Each RC will consist of an assembly and planning phase, an assessment, and development periods. It is essential to the output of the committee that the committee includes the appropriate stakeholder representation and engagement. There will be incorporated health checks, project team meetings, focus groups, stakeholder interviews and leadership report outs scheduled for each of the workgroups.

Key activities: Categorical assessment, interviewing, planning and development focused on an in-depth understanding of Nebraska's child welfare system, including an understanding of the data, data sources, and array of supportive services available to families in the system.

Outcome(s): Finalized assessment of overall child welfare environment in the state, targeted plan on how to approach next steps, EY status reports

3. EY project facilitation

The EY team understands its role in facilitating DHHS throughout the span of this contract in achieving goals to help transform Nebraska's child welfare system into one that works better on behalf of the Department's people, partners and those they serve in the community.

Our goal is to provide the representative committees with the support they need that enables them to effectively assess the current state of child welfare programs, practices and financial models and report out findings to the EY team so that they may make informed decisions based upon our recommendations.

To align with the scope of work identified in the RFP, EY facilitators will help define

a strategic vision for transformational change that is aligned with the vision of strengthening families, produce

EY will work alongside the representative committees, facilitating their assessment, planning and initial development stages.

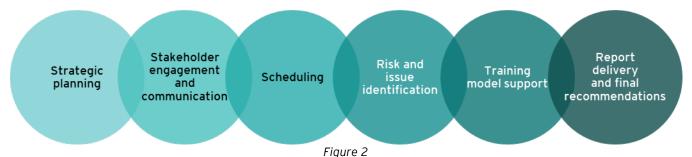
Proposal to serve Nebraska Department of Health and Human Services | RFP 113287 03

a detailed project plan to assess current practices, provide research and evaluation of agreed upon child welfare practice and finance models and the capacity for NE DHHS to implement, provide an impact assessment of current practices on disproportionality for minority children, review and guide training plan recommendations and deliver an in depth formal final recommendation document for DHHS to consider.

Going above and beyond delivery on the tasks, our project support activities and approach is further defined below, including strategic planning, stakeholder engagement and communication, scheduling, risk and issue identification, training model support, report delivery and final recommendations.

Key activities: 4 on-site visits, meeting scheduling and facilitation, project health checks, DHHS leadership workgroup reviews, impact assessments, training model support

Outcome(s): Facilitation and coordination of key meetings, focus groups, interviews, and project activities resulting in monthly status report delivery and evaluation of child welfare practice and financial models conducted by the representative committees



Strategic planning

EY's approach to strategic planning is informed by our understanding of business requirements and our experience supporting clients with similar projects. We focus on key elements as differentiators that are recognized as leading practices from a traditional strategic planning process design:

- Exploring techniques within customer experience design
- Beginning with a future-state model of the Department, with inputs of internal and external drivers, and showing financial and strategic outcomes. This model is used to create a baseline, test strategic choices and hold decision-makers accountable for strategic decisions.
- Tying investment of expenditures to strategic choices through a resource allocation process that links directly to the strategic planning process. These resource decisions and targets feed the rest of the planning process so that strategy flows into the detailed plans for the organization.
- Formalizing a "top-down + bottom-up handshake" strategy. Top-down sets goals and aspirations, while bottom-up challenges, if needed, add actionable detail to the strategy. This cycle iterates to a "handshake" that aligns the organization throughout the strategy.
- Using a robust, repeatable strategic planning process that enables strategy cycles on demand, not just on an annual calendar.
- Designing the operating model that is required to activate the strategy.

This approach leads to the development of a business-appropriate strategic planning and cascading methodology tailored to the specific requirements and maturity of an organization and accompanied by supporting templates to assist the strategic planning process.

Stakeholder Engagement and Communication

Each component of this proposal requires deep stakeholder engagement. To be most effective, we would propose the stakeholder engagement strategy be coordinated as part of the overall project up front. This will

ensure that there is a holistic approach to the engagement and enable stronger alignment of findings and recommendations across the assessment phases. Successful delivery of this project will require working closely with the DHHS leadership workgroup to develop the optimal approach to stakeholder engagement. To facilitate effective coordination between our team and yours, we recommend a few project structures to help manage the engagement. That said, we are also happy to adapt or refine any of these structures through further discussion with you:

- Child Welfare Practice Model Workgroup: Pre-defined DHHS leadership will serve as the Workgroup for the project. Because Nebraska Children is comprised of representatives across the state, additional representatives may be engaged to help inform the stakeholder engagement strategy, along with meeting monthly to review interim deliverables and provide feedback.
- Representative Committees: Resources designated by DHHS will serve as RC team members throughout the lifespan of the contract. The RCs will be prioritized into four groups by category and will be strategically planned to build off one another, sequentially, to produce more effective outcomes.
- EY Facilitator: This person would be the primary day-to-day contact and key project facilitator for the EY team. Additionally, we are proposing a co-facilitator to provide back-up support as They would facilitate workgroup and RC meetings, required inputs and outputs of those meetings, identify and connect the workgroup and RCs to contacts within agencies as needed, escalate to DHHS leadership, lightly support assessment and development activities from the workgroup and RCs and conduct scheduling and oversee planning efforts.
- Other stakeholders: It will be essential to collect feedback from a wide range of other stakeholders throughout the process. These are field staff, caseworkers, central office team members and more who will play a role in planning for the future of DHHS child welfare programs.

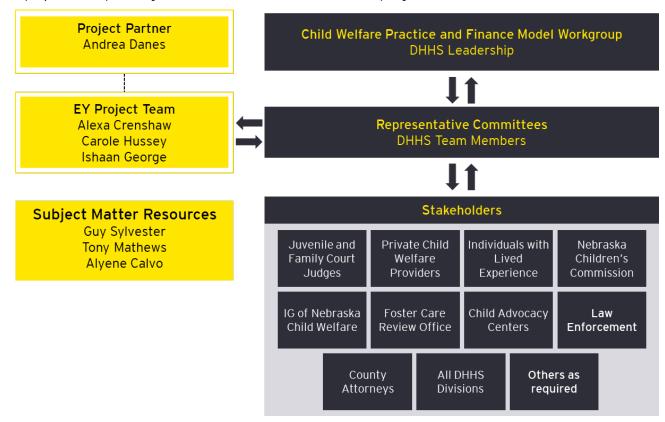


Figure 3

Effective communication is key to success in this project, EY facilitators will conduct periodic checkpoints, required monthly status reports, and leadership discussions to provide DHHS and external stakeholders with a

Proposal to serve Nebraska Department of Health and Human Services | RFP 113287 03

regular forum to address concerns relating to project performance before they become risks or issues. We are committed to a "no surprises" approach, which means clear and decisive communication throughout this project.

Scheduling

Schedule management is crucial to the success of wide scale transformation planning. We understand our role as facilitators will be to implement a coordinated approach with all stakeholders and DHHS staff, create a master project work plan and provide scheduling support for the State. Our EY team understands the importance of a defined schedule and we offer experience working with various stakeholders and vendors to both create and actively monitor detailed project schedules and project roadmaps. Proper definition and detailed management of the project scope and baseline schedule of activities have previously resulted in timely project outcomes. EY is experienced in creating, coordinating, implementing, and tracking schedule progress.

Risk and Issue Identification

EY facilitators will identify risks early in the process which will allow the workgroups to proactively monitor and communicate risks and issues that may impact planning. Risks and issues will also be identified and managed during the entire lifecycle of the project and escalated through monthly status reporting to the executive leadership workgroup. Risks may be identified throughout workgroup planning discussions, workplan reviews or strategic planning meetings. Information, including user and other feedback, is captured for improving the process or for improving the organization's ability to manage risk. The EY team will assist in determining the forecasted completion dates of project milestones based on overall project performance, taking into consideration any risks identified throughout the project.

Training Model Support

A successful transformation program requires stakeholder understanding and adoption of any new roles or processes and tools. EY understands the importance of training activities and we believe training should be developed with an understanding of what is practical given the work environment of your employees, customized because not all employees learn in the same way. We would also encourage reusable materials, so employees have something to refer to again to reinforce the learning objectives.

Aligning expectations across stakeholders and assessing their training needs, EY will analyze current training methods and notate requirements that may be beneficial for inclusion in DHHS' new vendor procurement. We will work together to identify what worked well and what did not so we can present thoughtful recommendations and approaches.

EY will Include a recommendation for transition of current training model and training RFP for child welfare training in preparation for new vendor procurement in 2023.

Report Delivery and Final Recommendations

The EY team will deliver reports timely to DHHS, in an agreed upon format aligning with a pre-submission Deliverable Expectations Document (DED). The final recommendations report will encompass a summary of activities, summary of data analysis collected and evaluation of overall proposed transformation finance and practice model. More information about EY's deliverable and work product outputs may be found in section e. deliverables and due dates.

An illustrative example of a monthly status report is represented below. The status report is subject to modification contingent on an agreed upon deliverable expectations document with input from key DHHS stakeholders and leadership dedicated to this project.

At Risk A No Baseline **NE DHHS Child Welfare Transformation Monthly Project Summary Report** Completed | On Track With Issues As of January X, 2023 Program Status Baseline % Program Name % Complete Schedule Budget Resource Complete Nebraska Child Welfare Transformation Workgroup Project Status Х% Х% Project Status Details Project Work Plan Narrative Report **Overall Status** The NE DHHS Transformation Workgroup remains in overall green status The NE DHHS Transformation Workgroup schedule health remains in green status with no issues to report **Budget Status** The NE DHHS Transformation Workgroup budget is amber because it is being tracked internally by the DHHS Finance Team Resource Status The NE DHHS Transformation Workgroup resource health remains in green status with no issues to report Scope Status The NE DHHS Transformation Workgroup scope health remains in green status with no issues to report

Escalate	scalated Risks by Program								
Program Name	Workstream Name	ID	Risk	Mitigation Strategy	Status	Risk Rating	Risk Aging	Mitigation Due Date	Assigned
			If report is blank, no Escalated Risks exist in Project						
scalate	d Issues by P	rogra	am .						
Program Name	Workstream Name	ID	Issue	Mitigation Strategy	Status	Priority	Issue Aging	Resolution Due Date	Assigned
			If report is blank, no Escalated Issues exist in Project						
scalate	d Change Re	ques	ts by Program						
rogram Name	Workstream Name	ID	Change	Summary	Status	Change Category	Expe Decis Da	sion	Assigned
			If report is blank, no Escalated Change R	equests exist in Project					
aadorch	in Escalation								
	•	#linin	a raquesta from Bonrasantativa Commi	ttaas ta DIIIIC Landarship					
IIIustra	itive sample ol	ıtıının	g requests from Representative Commi	ttees to DHHS Leadership					
	ip Escalation ative sample ou	utlinin	g requests from Representative Commi	ttees to DHHS Leadership					

Project Status Details	
Nebraska Child Welfare Transformation Workgroup	
Key Accomplishments	
Illustrative sample outlining key accomplishments	
Upcoming Activities	
Illustrative sample outlining upcoming activities	
Representative Committee Meeting	Summary of Data Collected
Meeting X on January 1, 2023	Summary of data analysis and evaluation

Project Status Details						
EY Facilitator Deliverable Status Report						
Deliverable	Deliverable Status	Due Date	Deliverable Approval Date			
Monthly Status Report	•					
Impact Assessment	•					
Training Plan Model Recommendations	•					
Final Recommendations Report	•					

Figure 4

4. Project closure

As the project nears completion, the EY team will facilitate a handoff of all knowledge materials, training content and final recommendations required of the project team for success in future implementation efforts associated with child welfare assessment activities. We plan to allow time for DHHS to hold a final workgroup targeted at addressing any final activities that may not have been addressed. This backlog workgroup will also serve as a lessons-learned retrospective to allow for continuation of project activity output implementations that may be required.

Key activities: 1 on-site closure visit, knowledge handoff, final recommendations report delivery

Outcome(s): Representative committee work conclusion, lessons learned

c. Technical Considerations

Child welfare in Nebraska is multi-faceted and has made the case for change, to do better for the families and children being served, and those who perform the service daily. To facilitate the delivery of a successful large

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scale transformation initiative is no small task. EY's team is comprised of experienced professionals who are dedicated to coming alongside DHHS as it tackles building a better working infrastructure, leading to more favorable outcomes for children, families and those who work with them.

There are many considerations to be made as the workgroup and RCs assess, plan and develop a strategy for change. EY will serve as an advisor in helping the teams stay mindful of the key Influencing factors, with priorities determined by DHHS. The following list is a sampling of the many factors that need to be considered, and serves as a guide to include in conversations and prioritization within the work plan(s):

- Political environment
- National leading practices and trends
- Federal, State and local policy
- User experience
- Community impact
- Cross program collaboration and required system interfaces
- Interagency dependencies
- Financial constraints

The EY professionals identified to work on this important engagement collectively have many years of knowledge and experience in the child welfare space. In that time, they have learned numerous lessons about what works and what does not. Nebraska's best chance of success with this endeavor comes from the stakeholders having a shared vision and a mutual commitment to making the necessary adjustments and changes. The final product of this exercise should not be dictated solely by an outside vendor, it must be the result of a coordinated effort of motivated advocates to work together in a productive and strategic way, for any significant change to be realized.

Through our facilitation and oversight, EY will provide structure, feedback and recommendations to the workgroup around how these technical influencing factors may be considered and addressed.

d. Detailed Project Work Plan

The EY Team will produce a living work plan that shall meet the needs of DHHS throughout the term of the contract. EY will present the work plan to leadership and receive baseline schedule acceptance to then monitor and control during the workgroup planning and implementation phases. This project plan will incorporate workgroup activity, milestones, tasks and deliverables. We aim to develop a workable project plan that aligns with your needs, resources and desired timeframe.

The below work plan is a preliminary sample provided by EY that will later be reviewed and approved by DHHS after review by key

We understand the resources dedicated to these workgroups will have competing priorities, that is why we have structured the representative committees to run sequentially, providing resources with bandwidth to continue to serve DHHS constituents simultaneously.

stakeholders and leadership. A baseline schedule will be set during kickoff activities. The project work plan below is subject to change based upon the needs of the Department and key stakeholders.

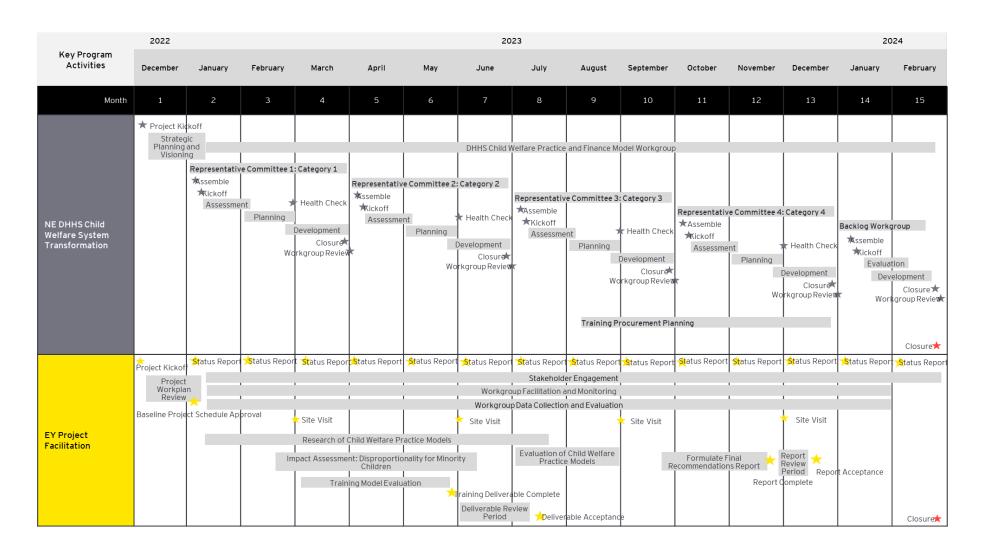


Figure 5

e. Deliverables and Due Dates

The EY Team's goal is to exceed the standards and expectations of deliverable submission as set forward in the Request for Proposal (RFP). Prior to the timely submission of any deliverables, we plan to review content with EY Child Welfare Subject Matter Resources (SMRs) to confirm we captured the latest in the industry leading practices and concepts. In addition, we plan to collaborate with DHHS team members as we draft deliverables and populate a *Deliverable Expectation Document (DED)* to attain early feedback and recommendations. Our team expects to submit deliverables to DHHS that are detailed, value-added, and insightful with the goal of providing leadership with the necessary data and documentation to make critical decisions if necessary.

The EY Facilitator will regularly review the Project Plan internally with stakeholders to confirm the team is on schedule with deliverables and commits to scheduling reviews with DHHS and EY leadership as necessary as well as provide leadership with regular updates.

EY will provide deliverables in a format recommended by DHHS and stored within the repository of the Department's choosing.

Internal team reviews of work products will serve as the primary Quality Control vehicle. Our collective team will have primary review responsibilities for each of the work products, where work stream leads will evaluate deliverables based on the EY Document Submission Criteria in the table below prior to release and delivery to DHHS.

FY Document S	Submission Criteria
Completeness	 All information included in the work product must be complete and to the level of detail defined in the document (e.g., all sections completed) All baselines must leverage the guidance of regulatory requirements, industry standards and leading practices
Correctness	► All information included in the work product must be factually correct and reviewed by DHHS. In the event of DHHS revisions, the EY Team will certify in writing that any identified defects have been corrected.
Structure	 Baselines must be tiered by criticality All baselines must be developed to the same level of detail and must have the same section structure and writing style
Readability	 The work product must be logically organized into sections and sub-sections to facilitate quick browsing and extraction of information Wherever possible, reiteration of information must be avoided to control file size
Formatting	 The work product must be free of spelling errors The work product must be free of grammar and punctuation errors Consistency must be maintained in the following formatting components across all sections/pages of the work product: (1) page numbers; (2) headers and footers; (3) use of capitalization; (4) use of bold/italics/underline; (5) font sizes; (6) font types; (7) color coding; and (8) bullets and numbering
Ownership	► All work products must have designated primary owners responsible for quality metrics
Archiving	 Consistency must be maintained in file naming Version control must be enforced All deliverables, including test documents, shall be maintained, and made available to DHHS upon request throughout the duration of the project

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Project Deliverables & Work Products

EY expects to conduct a "one team" approach when collaborating with the other stakeholders throughout the lifecycle of this project. It is important that we leverage tools and work products that foster collaboration, transparency, and communication across the board. Our Team plans to submit the following deliverables and work products, final inputs and outputs to be determined by EY and DHHS and agreed upon prior to project execution.

Deliverable	Description	Deliverable or Work Product	Frequency of Submission	Due Date
Kick-off Presentation (Slide Deck)	The EY Team will develop a Kick-off meeting slide deck to facilitate initial meetings with DHHS leadership. Topics covered to include scope of contract, team introductions, stakeholder identification, reporting and deliverable cadence, communication protocol, and risk/issue protocol. We will also develop the Quality Control protocol outlining our team's approach towards reviewing and finalizing deliverable products and work with the DHHS project leaders to incorporate any feedback.	Work Product	Single Submission	On or approximately around December 1, 2022
Workgroup Facilitation	EY will facilitate workgroup meetings related to various improvements, strategy sessions and evaluations of the child welfare system and services with identified DHHS stakeholders. EY assist with scheduling and will provide a meeting agenda with input from key team members and strategic leaders as well as meeting minutes and take-aways from the workgroup discussions.	Work Product	Ongoing Submission and Review	Commencing January 2023 through February 2024
Sample Interview Guide	EY will provide a sample interview guide to be used in conjunction with stakeholder discussions as required to conduct evaluation of DHHS current state assessments.	Work Product	Single Submission	To be determined in coordination with DHHS project leads
Deliverable Expectations Document (DED)	The EY Team will establish a Deliverable Expectations Document (DED) to formalize our deliverables management process. The purpose of the DED is to collect and present all deliverables in a consistent, structured and detailed manner.	Work Product	Single Submission	Kickoff
Monthly Status Report	The EY Team will provide a monthly health check to the DHHS project team consisting of data analysis, report out of activities and meetings, general assessments and recommendations to DHHS project team and strategic leadership. The first report provided will include a final recommendation of timelines for the remainder of the contract that shall be agreed upon with DHHS.	Deliverable	Monthly Submission	Due 10th calendar day - commencing January 10th 2023
Project Plan	The EY Team will develop a project plan with resources and clearly outlined task areas specific to the DHHS assessment of child welfare practices, functions and partners. We will develop a cadence to review progress with DHHS project leadership and incorporation into EY recommendations reports. An output of the Project plan will be a living document that is	Deliverable	Ongoing Submission and Review	Initial Project Work Plan due before January 30, 2023

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Deliverable	Description	Deliverable or Work Product	Frequency of Submission	Due Date
	regularly reviewed by key project team stakeholders and supplemental governance documents including a stakeholder management plan. The initial project plan presented within this proposal response is a sample and should be reviewed and agreed upon by DHHS and the EY team during project kick off to conduct a baseline and determine what additional plan documentation may be necessary.			
Change Model Recommendations	Post evaluation and assessment, EY will formalize recommendations for change management and implementation of a unique finance model including inputs from key stakeholders and takeaways from the workgroup discussions. EY will incorporate leading practices in child welfare as well as industry practices for change management. Within the recommendations, EY will provide feedback on strategies to improve various areas of focus determined by DHHS leadership.	Work Product	Single Submission	To be determined in coordination with DHHS project leads
Final Recommendations Report	EY will provide outlined recommendations pertaining to NE DHHS child welfare systems and practices encompassing summary of activities, analysis and evaluation.	Deliverable	Single Submission	November 1, 2023
Impact Assessment Report	The EY Team will provide an impact assessment report as a result of research and evaluation of pre-defined areas within the financial model and child welfare practice models along with implementation recommendations for each in agreed upon topics reviewed during project planning and initial workgroup discussions.	Work Product	Multiple Submissions	To be determined in coordination with DHHS project leads
Training Plan Recommendations	EY will provide documentation regarding training plan recommendations to implement finance model for new worker and in-service training as well as stakeholder and project activity training as a result of the work group outputs. The deliverable will include leading practices and help DHHS develop a plan for deployment. In addition to training related to project activities, we will also provide support and recommendations transition out of the existing training model through a new model to be procured by DHHS later post contract termination.	Deliverable	Ongoing Submission and Review	June 30, 2022
Final Project Close Out Report	EY will present a final report to DHHS with proposed practices and updated financial model plan containing detailed information collected throughout the lifecycle of the project with inputs from various work group meetings, stakeholder discussions, and monthly status reports. The final report will include a developed timeline for theory of change approach, workforce needs, support finance	Deliverable	Single Submission	Within 30 days of contract term date

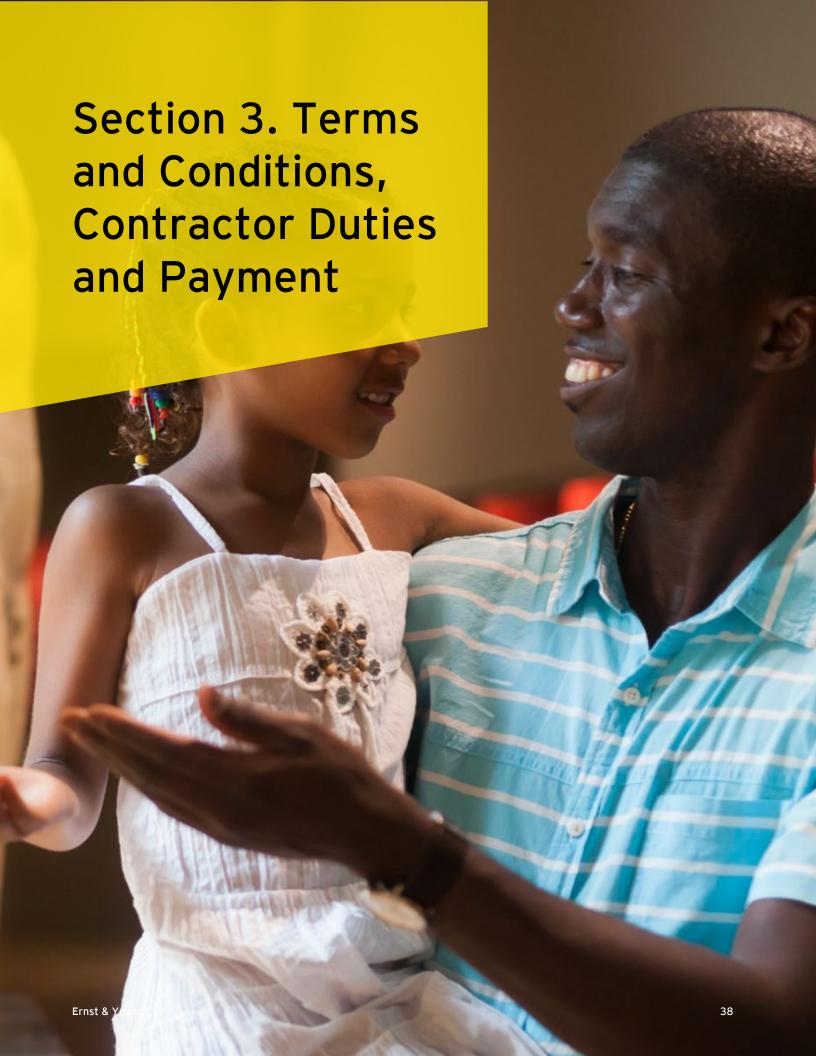
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Deliverable	Description	Deliverable or Work Product	Frequency of Submission	Due Date
	model and caseload recommendations and			
	strategies to improve the child fatality review			
	process and prevention strategies. Our detailed			
	report will include pre-delivered training plans			
	and recommendations pertaining to			
	organizational support as discussed throughout			
	the project and high-level next steps for DHHS.			

Project assumption(s):

- These services are advisory in nature. EY does not assume management responsibilities for decisions relating to EY services, including decisions on which, if any, EY recommendations should be implemented.
- DHHS is responsible for policy and strategy. EY will provide and coordinate facilitation and coordination in support of such activities.
- DHHS resources will be conducting planned interviews with individuals with lived experience and outcomes of the DHHS held interviews will be reported back to EY facilitators for documentation.
- In order to execute to the agreed-upon timeline, EY requires regular support and attendance from key stakeholders at workgroup sessions, fact-finding sessions, and meetings. Lack of support and attendance may impact the project timeline.
- Approach and pricing include six on-site meetings: one initial on-site planning and kickoff meeting, one final close-out meeting, and four quarterly site visits. Additional required on-site meetings may require further negotiation on pricing considerations.
- Based on DHHS's estimation of a 15-month project, our pricing estimates include an initial monthly report containing the project schedule, followed by 14 additional monthly reports coinciding with the remaining 14 months. We have also included an estimation for the final report and the review of the training plan RFP.
- Access to a state-managed document management repository will be required to store necessary project artifacts, work products, and deliverables.
- In performing the proposed services, EY will not take any action that EY reasonably believes could impair its independence with respect to any of its audit clients or those of other EY member firms. For example, EY will not instruct, supervise or contract with an entity, without first determining in its sole discretion that such an action would not impair our independence. EY's roles and responsibilities in connection with the services that relate to certain activities or deliverables of ACVs are subject to certain restrictions as determined solely by EY.
- Stakeholders required to participate (per LB1173) are aware of their mandate and will be notified of EY's role, prior to the contract start date.
- EY offices are closed on the following days. There will be no deliverables submitted during these dates:
 - December 26, 2022 January 2, 2023
 - May 26 29, 2023
 - July 3 7, 2023
 - September 1 4, 2023
 - November 23 24, 2023
 - December 25, 2023 January 1, 2024

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Section 3. Terms and Conditions, Contractor Duties and Payment

Contractors should complete Sections II through VI as part of their proposal. Contractor is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The contractor should also provide an explanation of why the contractor rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, contractor is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and contractor fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the contractor's commercial contracts and/or documents for this solicitation.

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

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

If only one Party has a particular clause then that clause shall control;

If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;

If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

EY Note: As part of our response to the RFP and the instructions under section I. Procurement Procedure (G), we have reviewed the terms and conditions set forth therein. While we are willing to enter into an engagement agreement based upon the proposed terms, we do have comments about certain terms therein and have set out those comments below. While we have tried to be thorough, we cannot guarantee we have identified all issues that may arise during the process of finalizing the engagement agreement. Our proposal to provide services is contingent on the execution of a mutually satisfactory engagement agreement between us and we expect to resolve any open items related to engagement terms to our mutual satisfaction.

A. GENERAL

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

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

- Request for Proposal and Addenda;
- Amendments to the solicitation;
- Questions and Answers;
- **4.** Contractor's proposal (Solicitation and properly submitted documents);
- 5. The executed Contract and Addendum One to Contract, if applicable; and,
- Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

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

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

B. NOTIFICATION

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

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally, electronically or mailed. All notices, requests, or communications shall be deemed effective upon receipt.

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.

c. NOTICE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

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

E. BEGINNING OF WORK

The contractor 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.

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

F AMENDMENT

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

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

Contractor will not substitute any item that has been awarded without prior written approval of DHHS

H. VENDOR PERFORMANCE REPORT(S)

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt

Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

K. NON-WAIVER OF BREACH

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

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

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

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

M. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
	AD	See notes/comments related to alternative language.	We generally neither request nor provide indemnities. We do on occasion agree to mutual indemnities with our clients for bodily injury or damage to tangible property to the extent directly caused by our negligence or misconduct, and for intellectual property infringement caused by our deliverables, subject to customary commercial exceptions.

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

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

AD		

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. ASSIGNMENT, SALE, OR MERGER

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

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

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

	Solicitation Response (Initial)	
AD		

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
	AD	See notes/comments related to alternative language.	We can agree to commercially reasonable confidentiality obligations. Confidentiality terms should provide that we may disclose information if required by law or professional standards and then we may provide client information to our subcontractors and to third parties providing us with administrative support services so long as such parties are bound by confidentiality obligations no less stringent than those to which we are bound.

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be v officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

s. OFFICE OF PUBLIC COUNSEL (Statutory)

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

T. LONG-TERM CARE OMBUDSMAN (Statutory)

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

U. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
	AD	This Agreement shall terminate upon the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon 30 days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.	Our agreements generally provide that we may terminate immediately if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.

The contract may be terminated as follows:

- 1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
- 2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
- 3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

v. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
	AD	See notes/comments related to alternative language.	In the event of early termination of the agreement other than for breach by a client we can generally agree to provide materials that were ready to be delivered to the client but we do not generally view it as appropriate to commit to providing all work-in-progress as such work-in-progress may not yet be in a form that is ready for delivery to a client.

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

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

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

Section 4. Contractor Duties

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

Proposal to serve Nebraska Department of Health and Human Services | RFP 113287 03

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

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

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

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

- 1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
- 2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
- 3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
- 4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
- 5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
- 6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the 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.

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

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
	AD	See notes/comments related to alternative language.	In performing the services, EY will not take any action that EY reasonably believes could impair its independence with respect to any of its audit clients or those of other EY member firms. For example, EY will not instruct, supervise, or contract with an entity, without first determining in its sole discretion that such an action would not impair our independence. EY's roles and responsibilities in connection with the services that relate to certain activities or deliverables of audit clients are subject to certain restrictions as determined solely by EY.

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
	AD	We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license ("Materials") in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them). Upon payment for particular Services and subject to the other terms of this Agreement, you may use the Reports relating to those Services, as well as any Materials owned by us that are included therein, solely to the extent necessary to use the Reports.	Our clients generally own our reports and other deliverables provided to them, subject to restrictions on their distribution to third parties and our retention of ownership of certain data, modules, leading practices, and specifications developed or used by EY or its licensors, or to which EY otherwise has rights, including enhancements and improvements developed in the course of performing the services.

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
	AD	See notes/comments related to alternative language.	While we can agree to commercially reasonable Insurance requirements, we may need to seek certain changes to this section consistent with our firm policy on such matters.

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

- 1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
- 2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
- 3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within five (5) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and five (5) years following termination or expiration of the contract.

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

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

7. WORKERS' COMPENSATION INSURANCE

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

8. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

OMMERCIAL 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
7 7 7 7	* 7:7:1
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
higher limits are required, the Umbrella/Excess Liabili	ty limits are allowed to satisfy the higher lim
ORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
OMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned	Included
Automobile liability	moladed
Motor Carrier Act Endorsement	Where Applicable
MBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
ROFESSIONAL LIABILITY	• • • • • • • • • • • • • • • • • • •
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
OMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd	\$1,000,000
Party Fidelity	ψ1,000,000
YBER LIABILITY	
Breach of Privacy, Security Breach, Denial	\$3,000,000
of Service, Remediation, Fines and Penalties	ψ0,000,000
ANDATORY COI SUBROGATION WAIVER LANGUAGE	GE .
"Workers' Compensation policy shall include a Nebraska."	waiver of subrogation in favor of the State
ANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Auto	omobile Liability policies shall name the State
Nebraska as an Additional Insured and the police	

9. EVIDENCE OF COVERAGE

The Contractor shall furnish the DHHS Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work. The awarded contractor will receive a notification from DHHS requesting the COI, once the Intent to Award is posted.

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

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

Certificates of evidence of coverage may be found in the **Appendix** section of this response.

10. DEVIATIONS

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

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

I. ANTITRUST

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

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.

J. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
	AD	See notes/comments related to alternative language.	As a firm with over 49,000 employees and 3,600 US partners, it would be difficult to assert that none of them are related to any employee of the State of Nebraska DHHS. We can confirm that no personal or business relationships have influenced this procurement or resulting contract.

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

K. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
	AD	Make mutual please	Our agreements generally provide that a client cannot use our name without our prior consent.

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

L. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at https://das.nebraska.gov/materiel/docs/pdf/Technology%20Access%20Clause%2020210608%20FINAL.pdf and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

M. DISASTER RECOVERY/BACK UP PLAN

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

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

N. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AD			EY's policy on drug and alcohol use may be found within the Appendix section of this response.

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

O. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
	AD	See notes/comments related to alternative language.	While we can agree to commercially reasonable warranty requirements, we may need to seek certain changes to this section consistent with our firm policy on such matters.

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

P. LOBBYING

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

- 1. No federal or state funds paid under this RFP shall be paid for any lobbying costs as set forth herein.
- 2. Lobbying Prohibited by 31 U.S.C. § 1352 and 45 CFR §§ 93 et seg, and Required Disclosures.
 - a. Contractor certifies that no federal or state appropriated funds shall be paid, by or on behalf of 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.
 - b. 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 Contractor, Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. Lobbying Activities Prohibited under Federal Appropriations Bills.
 - a. No paid under this RFP shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.
 - b. No funds paid under this RFP shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - c. The prohibitions in the two sections immediately above shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.
- 4. Lobbying Costs Unallowable Under the Cost Principles. In addition to the above, no funds shall be paid for executive lobbying costs as set forth in 45 CFR § 75.450(b). If Contractor is a nonprofit organization or an Institute of Higher Education, other costs of lobbying are also unallowable as set forth in 45 CFR § 75.450(c).

Q. AMERICAN WITH DISABILITIES ACT

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

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

Section 5. Payment

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §81-2403 states "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency" Standard term is to pay after deliverables and that any alteration of that standard term should be carefully considered and used only when absolutely necessary to accommodate certain critical exceptions, i.e. insurance premiums, etc. that must be paid in advance.)

B. TAXES (Statutory)

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

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Contractor must submit monthly Invoices to Contract Manager, which will be provided upon contract execution. 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.

D. INSPECTION AND APPROVAL

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

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.

E. PAYMENT (Statutory)

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

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

F. LATE PAYMENT (Statutory)

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract.

Proposal to serve Nebraska Department of Health and Human Services | RFP 113287 03

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

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.



Form A - Contractor Proposal Point of Contact

Request for Proposal Number 113287 O3

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

Preparation of Response Contact Information						
Contractor Name:	Ernst & Young, LLP					
Contractor Address:	1 Manhattan West, 401 9 th Avenue					
	New York, NY 10001					
Contact Person & Title:	Andrea Danes - Managing Director					
E-mail Address:	Andrea.Danes@ey.com					
Telephone Number (Office):	(212) 773-3000					
Telephone Number (Cellular):	(217) 741-1412					
Fax Number:						

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor'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						
Contractor Name:	Ernst & Young, LLP					
Contractor Address:	1 Manhattan West, 401 9 th Avenue New York, NY 10001					
Contact Person & Title:	Andrea Danes - Managing Director					
E-mail Address:	Andrea.Danes@ey.com					
Telephone Number (Office):	(212) 773-3000					
Telephone Number (Cellular):	(217) 741-1412					
Fax Number:						

Contractual Services Form

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

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

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

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

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

I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN.

FIRM:	Ernst & Young, LLP
COMPLETE ADDRESS:	1 Manhattan West, 401 9th Avenue, New York, NY 10001
TELEPHONE NUMBER:	212-773-3000 (office) or 217-741-1412 (cellular)
FAX NUMBER:	
DATE:	09/26/2022
SIGNATURE:	andrea S Tomo-
TYPED NAME & TITLE OF SIGNER:	Andrea Danes - Managing Director

Page 1 of 1

RFP Boilerplate | 07012019

Certificate of Establishment



Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF

DELAWARE, DO HEREBY CERTIFY "ERNST & YOUNG LLP" IS DULY FORMED

UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND

HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS

OF THE NINTH DAY OF NOVEMBER, A.D. 2021.

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SR# 20213742321
You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204637556

Date: 11-09-21

Drug and Alcohol Policy



SCORE no. 07806-191US 3

6 - What if I observe behaviors or activities that are not in accordance with this policy?

6.1 All firm personnel are accountable for maintaining a safe place to work. Accordingly, if you see something that is not consistent with a safe situation or our values, please speak up in real time – without fear of retaliation. This could include asking a question (e.g., "Is this something we should be doing?"), privately speaking to the individuals involved, informing a PPEDD or informing the person responsible for the event. Your actions in the moment can have a powerful impact in creating a safe environment. You can also report matters to your Talent Consultant or the EY/Ethics Hotline at +1 877 393 8442 or via EY/Ethics Hotline.

7 - Is professional assistance available through the firm?

7.1 Drug and alcohol abuse consultation, education and treatment services are available to all EY personnel and their families, including a spouse or domestic partner, children, and the children of a spouse or domestic partner. Individuals may voluntarily use the services of EY Assist and be assured of complete confidentiality. (Log on to our website achievesolutions.net/eyassist or call +1 800 333 4119, prompt 3.)

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Certificate of Liability Insurance

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ACORD 25 (2016/03)

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIG CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER TH BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWI REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDI SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies m certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER AON RISK Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor. EMMIL ADDRESS:	E COVERAGE AFFORDED BY THE POLICIES EN THE ISSUING INSURER(S), AUTHORIZED FOUNDATION FROM THE POLICIES FOR THE ISSUE OF THE POLICIES FOR THE P
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200 Plaza Drive INSURER C: Transport.	tion Insurance Co. 20494
MOSTELL D. MEETING	an Insurance Company 22667
INSURER E: INSURER F:	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space in L The State of Nebraska as an Additional Insured under the General Liability and A	utomobile policies.
2 - Where Additional Insured status is granted, coverage is primary and non-contribut	
3 - Waiver of subrogation is included but only as respects EY's sole negligence.	•
3. Subjugación is included out silly as respects to a sore negligente.	
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State of Nebraska Department of Health and Human Services	Services Central Inc.

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ACORD 25 (2016/03)

AGENCY CUSTOMER ID: 10221746 LOC#:

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COMMERCIAL GENERAL LIABILITY CG 20 01 04 13

Named Insured: Ernst & Young LLP, Ernst Young Infrastructure Advisors LLC

Policy Number: USZ00075122B Effective Date: June 01, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Named Insured: Ernst & Young LLP, Ernst & Young Infrastructure Advisors LLC

Policy Number: USZ00075122B Effective Date: June 01, 2022

Blanket Additional Insured Endorsement

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance is afforded by this policy.

All other terms and conditions remain unchanged.

EY | Building a better working world

EY exists to build a better working world, helping to create long-term value for clients, people and society and build trust in the capital markets.

Enabled by data and technology, diverse EY teams in over 150 countries provide trust through assurance and help clients grow, transform and operate.

Working across assurance, consulting, law, strategy, tax and transactions, EY teams ask better questions to find new answers for the complex issues facing our world today.

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Cost Proposal Child Welfare Strategy Consultant Request for Proposal Number 113287 O3

Bidder Name: _	Ernst & Young	, LLP	

Bidder must bid the Unit of Measure (UOM) pricing. <u>Do not provide the extended cost.</u> The State will calculate the extended cost by multiplying the quantity by the price bid for each line item.

Description	Quantity	UOM	Initial Contract Term Cost
·			Date of Award – fifteen months
First Monthly Report incl timeline	1	EA	\$65,000
Monthly Reports (Quantity Estimated)	14**	EA	\$38,000
Final Report and Timeline	1	YR*	\$150,000
Training Plan and Training for Stakeholders	1	YR*	\$50,000

^{*}For the contract term, the quantity for Year (YR) is from Date of Award through fifteen months.

^{**}EY: Quantity of monthly reports was adjusted from 9 (as stated in the cost sheet template) to 14 based on contract term of 15 months outlined in the RFP and this cost sheet and priced accordingly.