

Nebraska Department of Health and Human Services

Workgroup That Will Develop a Practice
and Finance Model for Child Welfare System
Transformation in Nebraska

RFP 113287 03

September 26, 2022

Dana Crawford-Smith / Mike St. Cin
301 Centennial Mall S, 5th Fl
Lincoln, NE 68508

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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:	Public Consulting Group LLC
Contractor Address:	148 State Street, 10th Floor, Boston, MA 02109
Contact Person & Title:	Katie Bright Associate Manager
E-mail Address:	kbright@pcgus.com
Telephone Number (Office):	(312) 253-3725
Telephone Number (Cellular):	
Fax Number:	(617) 426-4632

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:	Public Consulting Group LLC
Contractor Address:	148 State Street, 10th Floor, Boston, MA 02109
Contact Person & Title:	Katie Bright Associate Manager
E-mail Address:	kbright@pcgus.com
Telephone Number (Office):	(312) 253-3725
Telephone Number (Cellular):	
Fax Number:	(617) 426-4632

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.

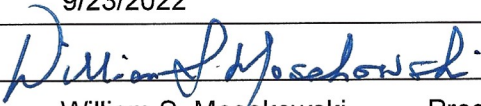
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ 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:	Public Consulting Group LLC
COMPLETE ADDRESS:	148 State Street, 10th floor, Boston, MA 02109
TELEPHONE NUMBER:	(800) 210-6113
FAX NUMBER:	(617) 426-4632
DATE:	9/23/2022
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	William S. Mosakowski President and CEO

September 26th, 2022

State of Nebraska
Department of Health and Human Services

Solicitation Title: Workgroup That Will Develop A Practice And Finance Model For Child Welfare System Transformation In Nebraska
Solicitation #: RFP 113287 O3

Dear Dana Crawford-Smith,

The Nebraska Department of Health and Human Services (DHHS) has put a focus developing and facilitating a workgroup in order to develop a practice and finance model for child welfare system transformation. The Nebraska DHHS can benefit from a partnership with Public Consulting Group (PCG) that draws on our experience managing similar projects over the past two decades as well as our skills in collaborating with the state of Nebraska in the past.

We are enthusiastic about the opportunity to work collaboratively with the Nebraska DHHS. As DHHS reads our proposal, please note the following highlights, which make us unique in our ability to meet the state's primary goals for Child Welfare Strategy Consultant to facilitate the development of a practice and finance model for child welfare system transformation:

- **PCG's team has more than three decades of experience conducting organizational assessments across a range of health and human services programs, including child welfare, courts and corrections.**
- **We know the importance of strategic communications when an agency is undergoing transformation and implementing new processes.**
- **We understand the challenges of public sector clients and our teams have developed tools and processes to evaluate and analyze organizational structure.**

In this proposal, we have outlined our understanding and approach to this project. Please do not hesitate to contact our Engagement Manager, Katie Bright at (312) 253-3725 or kbright@pcgus.com, if you have any questions about this proposal. In addition, we acknowledge the acceptance of all addenda related to this RFP.

As President and CEO of Public Consulting Group, I am authorized to bind PCG contractually with this bid.

Sincerely,



William S. Mosakowski
Public Consulting Group LLC



1. CORPORATE OVERVIEW

- A. Contractor Identification and Information
- B. Financial Statements
- C. Change of Ownership
- D. Office Location
- E. Relationships With the State
- F. Contractor's Employee Relations to State
- G. Contract Performance
- H. Summary of Contractor's Corporate Experience
- I. Summary of Contractor's Proposed Personnel/Management Approach
- J. Subcontractors

1. CORPORATE OVERVIEW

A. Contractor Identification and Information

Below, please find Public Consulting Group's corporate information.

Corporate Name	Public Consulting Group LLC
Company Headquarters	148 State Street, 10 th Floor Boston, MA 02109
Entity Organization	Limited Liability Company
State of Incorporation	Delaware
Year First Organized	1986
Organization Change	In 2021, PCG changed from a S-Corporation to a Limited Liability Company (LLC).

B. Financial Statements

Please reference Attachment A: Financial Statements for PCG's financial statements for the most recent fiscal year.

Please reference PROPRIETARY INFORMATION Attachment B: Citizens Banking Reference Letter for banking reference information.

PCG has designated its Consolidated Financial Statements as exempt from disclosure as they (a) are trade secrets and/or (b) contains proprietary or commercial information which if released would give advantage to business competitors and serve no public purpose. See Neb. Rev. Stat. § 84-712.05(3). PCG's Consolidated Financial Statements include sensitive and confidential data that shows PCG's past and present financial condition. Competitors could easily use this information to their advantage in positioning themselves within the market and with respect to their responses to certain RFPs. PCG's financial condition is not accessible outside the company and internally it is only distributed to individuals on a 'need to know' basis. Moreover, PCG has consistently designated the confidentiality of such information in all of its proposals and contracts and has limited internal corporate access. Current and former PCG employees are prohibited from disclosing to anyone outside of PCG the information at issue, which the firm regards as proprietary and confidential to PCG; employees fully understand that PCG will enforce those restrictions. The information is not legally accessible to anyone outside of PCG except for current and prospective PCG clients who have requested the documents to assess PCG's financial strength to carry out projected services and who either sign non-disclosure agreements or otherwise treat the documents as confidential. The designation and exclusion of these records qualifies as an exemption to the public records law. In addition, PCG is a closely held corporation and is not subject to public filings or public disclosure of its financial information. Accordingly, disclosure of its financial information would have serious adverse consequences with respect to the competitive position of PCG. Finally, release PCG's Consolidated Financial Statements will do nothing to promote the "public health, safety, morals, security, prosperity, contentment, and the general welfare of all the inhabitants." *Aksamit Res. Mgmt. LLC v. Nebraska Public Power District*, 299 Neb. 114, at *124 (2018).

No such condition exists regarding judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization.

c. Change of Ownership

PCG does not anticipate any change in ownership or control of the company during the twelve (12) months following the proposal due date. PCG will notify the State of any change in ownership if this situation is to occur.

D. Office Location

The PCG office location responsible for performance of this contract is as follows:

Public Consulting Group LLC
148 State Street, 10th Floor
Boston, MA 02109

E. Relationships With the State

Below, please find a table of projects that PCG has executed with the State of Nebraska over the past five (5) years.

Client	Project	Contract Number
Department of Health and Human Services	Modernizing Systems Consulting Services	87262 O4
Department of Health and Human Services	Asset Verification System	NESCSO 12017
Department of Health and Human Services	Cost Allocation and RMTS	
Department of Health and Human Services	Medicaid Claiming	99234 O4
Department of Education	Vocational Rehabilitation Supported Employment Rates	42124
Executive Board of Legislative Council	Child Welfare Privatization Study	LB428 (2021)

F. Contractor's Employee Relations to State

No parties named in PCG's proposal is or was an employee of the State of Nebraska within the past twelve (12) months.

G. Contract Performance

PCG has not had a contract terminated for default in the past five years and PCG does not otherwise consistently track contracts that are terminated for convenience. Otherwise, PCG discloses that it had a contract to provide Independent Verification and Validation Services for the Office of Systems Integration of the California Health and Human Services Agency terminated for convenience in May 2022, after being extended twice to allow a re-procurement process to be completed, and after the compensation amount was increased. PCG successfully completed all services it was asked to perform, and the client agency paid PCG for those services. In addition, effective in July 2019, PCG entered into a one-year contract with the Mississippi Department of Rehabilitation Services (MDRS), to provide individualized pre-employment transition services (Pre-ETS) for students with disabilities. While the contract was renewed by MDRS, for an additional year, MDRS later sought to exponentially expand Pre-ETS and issued a new request for proposals. MDRS again awarded PCG the expanded procurement. As a result, in February 2021, MDRS (i) executed a new Pre-ETS contract with PCG that both incorporated its old contract and the new procured services and (ii) terminated for convenience the original Pre-ETS contract with PCG.

H. Summary of Contractor’s Corporate Experience

PCG is a national management consulting firm that has served public sector human services, health, education, and other state, county, and municipal government clients for more than 35 years.



FIGURE 1: PCG AT A GLANCE

Founded in 1986 and headquartered in Boston, Massachusetts, PCG has over 1,900 professionals in more than 60 offices worldwide – all committed to delivering solutions that change lives for the better. Because PCG has dedicated itself almost exclusively to the public sector for over 35 years, the firm has developed a deep understanding of the legal and regulatory requirements and fiscal constraints that often dictate public agency’s ability to meet the needs of the populations it serves. Our primary mission is to assist public agencies to improve practices. We are honored to have helped thousands of public sector organizations maximize resources, make better management decisions using performance measurement techniques, improve business processes, achieve and maintain federal and state compliance, and most importantly, improve client outcomes.

In addition, many of PCG’s employees have extensive experience and subject matter knowledge in a range of government-related topics, from child welfare public assistance, and Medicaid and Medicare policy to special education, literacy and learning, and school-based health finance. PCG’s current work includes projects in all 50 states, four Canadian provinces, Guam, New Zealand, Pakistan, Panama, Bermuda, and two European countries.

The below matrix lists PCG’s previous projects similar to the scope outlined in this RFP.

Project	Stakeholder Engagement	Practice Model Development	Finance Model Development	Community Engagement	State Agency Collaboration	Rate Setting	Evaluation
Iowa Human Services and Public Health Departments, Organizational Realignment (2021 - Present)	X	X		X	X		
Colorado Department of Human Services, Delivery of Child Welfare Services Task Force (2020-2021)	X				X		
Maine Department of Health and Human Services, Office of Child and Family Services, Children's Behavioral Health Services Assessment (2018)	X		X	X	X		X
Arkansas Department of Human Services, Division of Children and Family Services, Title IV-E Foster Care Waiver Evaluation (2013-2019)	X				X		X
Colorado Department of Human Services, Funding Model for SB21-277 (2022-Present)	X		X	X	X		
Dutchess County, New York, Path to Promise Planning and Implementation (2017-2019)	X			X			
Maine Department of Health and Human Services, Organizational Assessment and Workload Study (2018 - present)	X	X		X	X		
Michigan Department of Health and Human Services, Residential Rate Study (2015-Present)	X		X	X	X	X	
Missouri Department of Social Services, Division of Finance and Administrative Services,				X	X	X	

Project	Stakeholder Engagement	Practice Model Development	Finance Model Development	Community Engagement	State Agency Collaboration	Rate Setting	Evaluation
Residential Treatment Cost Reporting (2022)							
New Hampshire Department of Health and Human Services Division of Children, Youth and Families Adequacy and Enhancement Assessment (2018)	X			X	X		
North Carolina, Department of Health and Human Services, Business Process Design (2011-2016)					X		X
Prince William County (WA) Human Services, No Wrong Door Study (2017)	X			X	X		
Tennessee Child Care Task Force (2021-Present)	X			X			
Washington Department of Children, Youth & Families, Foster Care Rate Study (2018-2019)	X		X		X	X	
West Virginia Department of Health and Human Services, Bureau for Children and Families, Safe at Home West Virginia Title IV-E Waiver Evaluation (2015-2020)	X	X			X		X

The project descriptions below demonstrate PCG’s experience in supporting States to transform their human services practice and funding models.

1	<p>Client: Iowa Human Services and Public Health Departments</p> <p>Project: Organizational Realignment</p> <p>Reference: Cassie Tracy, Project Manager Iowa Department of Health and Human Services P: 515-330-5755 Cassie.tracy@idph.iowa.gov</p> <p>Timeline: Original: March 26, 2021 – September 28, 2022 Actual: March 26, 2021 – September 28, 2022</p> <p>Budget: Original: \$630,550 Actual: \$630,550</p> <p>Contractor Status: Prime</p>	<p>Since March 2021, PCG has assisted the Iowa Department of Human Services (DHS) and Department of Public Health (DPH) with completing an in-depth assessment to identify opportunities for realignment. This assessment resulted in a strategic plan for merging the two agencies (about 5,000 employees), with a deliberate focus on improving coordination and better serving the needs of all Iowans. This was a highly collaborative effort that included “Change Teams” comprised of subject matter experts from both agencies. With guidance and support from PCG, members of these Change Teams identified connection points across the programs, services, and operations of both agencies and submitted recommendations to an executive leadership team. More than 1,200 individuals – including many from local public health departments – participated in external stakeholder feedback sessions as well. PCG also advised on change management and building an implementation plan for the merger of the two agencies. On July 1, 2022, legislation went into effect to begin the process of transitioning DHS and DPH into a single Department of Health and Human Services (DHHS).</p>
2	<p>Client: Colorado Department of Human Services, Division of Child Welfare</p> <p>Project: Delivery of Child Welfare Services Task Force</p> <p>Reference: Joe Homlar, DCW Director</p>	<p>PCG was contracted by CDHS to provide project management support to the Delivery of Child Welfare Services Task Force from 2020 to 2021. Senate Bill 2018-254 (SB 18-254), signed into law on May 18, 2018, addressed various reforms to the funding structure for Colorado’s child welfare services. The law also specifically created the Delivery of Child Welfare Services Task Force (DCWSTF) to analyze laws and rules related to the delivery of child welfare</p>

	<p>P: 303-866-3538 F: 303-866-5563 Joseph.homlar@state.co.us</p> <p>Timeline: Original: July 2020 - June 2021 Actual: July 2020 – June 2021</p> <p>Budget: Original: \$96,751 Actual: \$96,751</p> <p>Contractor Status: Prime</p>	<p>services to ensure alignment with FFPSA, develop a method through which to incentivize counties for the provision of services and placements that are based on the needs of the child or youth, establish performance and outcome measures, investigate collaborative prevention and intervention models throughout the country and determine modifications that can be made to the collaborative management and integrated care management programs, evaluate and select one or more statewide level-of-care tools to ensure compliance with FFPSA, evaluate the process through which the state accesses federal funding and determine methods through which the state will maximize federal funding, and evaluate Medicaid rates and the eligibility process. PCG:</p> <ul style="list-style-type: none"> • Conducted biweekly client status meetings with Task Force Co-Chairs <ul style="list-style-type: none"> ○ Followed-up on open action items ○ Confirmed draft deliverables, including Task Force meeting agendas and quarterly reports • Facilitated monthly Task Force meetings <ul style="list-style-type: none"> ○ Drafted Task Force agenda ○ Tracked formal actions taken • Drafted Task Force quarterly reports • Developed Task Force Road Map and Subcommittee Workplans • Helped schedule and/or facilitate meetings with work groups or subcommittees, as needed
3	<p>Client: Maine Department of Health and Human Services, Office of Child and Family Services</p> <p>Project: Children’s Behavioral Health Services Assessment</p>	<p>Between August and December 2018, PCG performed an independent assessment of the Office of Child and Family Services (OCFS) Children’s Behavioral Health Services (CBHS) system of care including the role of government agencies, behavioral health providers, and other stakeholders. This assessment included a review of the</p>

Reference:

Elissa Wynne, MSW
Associate Director of Child
Development and Behavioral
Health Services
P: 207-624-7900
Elissa.M.Wynne@maine.gov

Timeline:

Original: 8/15/2018 –
6/30/2019
Actual: 8/15/2018 –
6/30/2019

Budget:

Original: \$213,319
Actual: \$213,319

Contractor Status: Prime

system of care strengths and weaknesses, quality of outcomes, service array, capacity, and funding structure. PCG also analyzed internal operations within the CBHS team at OCFS including roles and responsibilities and business processes. PCG worked closely with staff across the Department of Health and Human Services (DHHS) as well as Disability Rights Maine to ensure the assessment was comprehensive and well-informed by the experiences of families and children.

During this assessment PCG reviewed and analyzed over 300 documents including MaineCare (Medicaid) claims data, waitlist information, policies, and procedures. PCG developed and distributed an online and paper survey to over 900 respondents statewide including behavioral health providers families, youth, and other stakeholders. The team also conducted over 150 interviews with behavioral health providers, families, educators, hospitals, juvenile justice, and other advocates. PCG visited OCFS District Offices to shadow staff and facilitated 13 public Town Hall Meetings across the state to validate findings and discuss preliminary recommendations. Following the report, PCG assisted with the implementation of recommendations, including developing a renewed vision and mission for CBHS, developing an action plan for each prioritized recommendation, facilitating workgroups charged with implementing the recommendations, and providing support to the workgroups through data analytics, stakeholder engagement, and research.

I. Summary of Contractor’s Proposed Personnel/Management Approach

PCG will deliver an exceptional team of seasoned professionals for this engagement. We bring both the technical know-how and domain expertise to successfully support Nebraska on this journey. **Our comprehensive understanding of child and family serving systems are unmatched by our competitors.** Our team has run child welfare eligibility and claiming operations, facilitated strategic plans and visioning sessions for agency change, developed financial models, established rate methodologies, set rates for child placing agencies, family foster care, residential services providers, prevention services, and has evaluated child welfare, mental health and substance abuse programs across the nation. Our team also brings vast experience in other health and human services program areas, including child care, juvenile justice, workforce development, and public assistance benefits.

Below, we have included an organizational chart for the project team followed by their resumes.

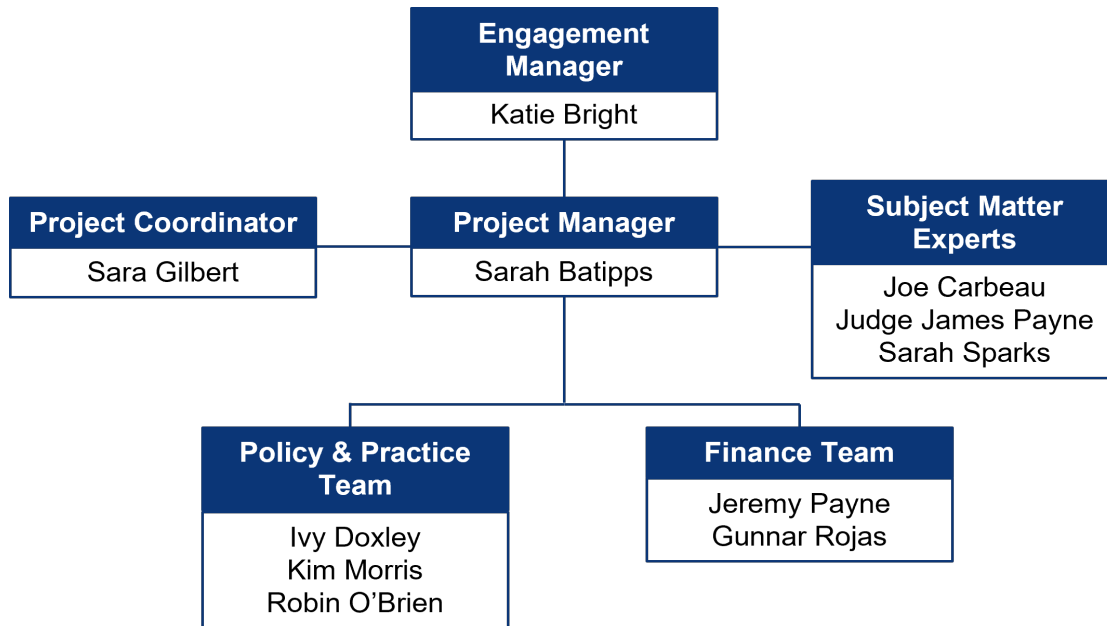


FIGURE 2: PCG PROPOSED ORG. CHART

Katie Bright, Engagement Manager

<p>Responsibilities</p>	<p>As Engagement Manager, Katie will be responsible for setting overall direction and providing guidance to the PCG team. She will oversee the PCG-NDHHS contract and make sure that our project team has the necessary complement of technical skills and domain expertise.</p>
<p>Bio</p>	<p>Katie Bright, an Associate Manager located in Chicago, has over fifteen years’ experience working with child welfare and human service agencies. She has worked with child welfare and youth services agencies in South Carolina, Kentucky, Massachusetts, Missouri, Colorado, Oregon, Arizona, Tennessee, and Pennsylvania, among others. Katie has experience leading Family First Prevention Service Act (FFPSA) consulting efforts, including assisting the Kentucky Department of Community Based Services with assisting and preparing processes, systems, and procedures for claiming, completing a QRTP gap assessment for the Missouri Department of Social Services in preparation for implementation of FFPSA, and assisting the Indiana Department of Child Services with identifying an agency vision as it applied to FFPSA and the end of the Title IV-E waiver. Katie also has an extensive background in financial management for child welfare agencies, with a comprehensive knowledge of Title IV-E eligibility and maintenance claiming, Title IV-E administrative claiming, Targeted Case Management Option under Medicaid, and the Social Security Block Grant. She manages the Pennsylvania OCYF Title IV-E compliance project which includes quality assurance of Title IV-E in each of the 67 counties, Random Moment Time Study management, provider rate recommendations, and Title IV-E waiver project management. She managed PCG’s work with the South Carolina Department of Social services, which included the creation of a comprehensive budget and salary plan for the agency’s settlement agreement as well as managing a revenue enhancement assessment for the agency.</p>
<p>Education</p>	<p>Simmons College, Bachelor of Arts in Political Science</p>
<p>Relevant Experience</p>	<p>Commonwealth of Kentucky, Department of Community Based Services</p> <p>Served as the contract manager in assisting DCBS with the implementation of the Family First Prevention Services Act, specifically assisting with preparing processes, systems and</p>

procedures for claiming maintenance, administration, and prevention costs to Title IV-E.

Commonwealth of Kentucky, Department of Community Based Services

Served as the contract manager in assisting DCBS in the decoupling of their residential provider per diem rates. Assisted with the development of an implementation plan, a provider needs assessment, and an assessment of current spending on allowable services.

State of Missouri, Department of Social Services, Children's Division

Serves as the engagement manager to complete a QRTP gap analysis in preparation for implementation of Family First Prevention Services Act. The project also includes completing a comprehensive fiscal impact to assist the state in making critical funding decisions as they work to implement QRTP.

State of Missouri, Department of Social Services, Children's Division

Served as the contract manager for a Residential Rate Setting project for DSS. Led a team with assisting DSS with the collection of cost reports from all contracted residential providers providing services to children in DSS care. PCG analyzed, provided quality assurance and technical assistance for the cost reporting process. PCG worked closely with DSS to collect and validate cost reports in a very short period of time to allow for DSS to set new residential rates for their providers before the end of the calendar year.

State of Wisconsin, Department of Children and Families

Assisted DCF with conducting a study of the county child protection services, including intake and ongoing units. PCG conducted interviews and focus groups with key staff, analyzed county data related to workload, caseloads, etc. and compared to other similar counties in Wisconsin and reviewed a sample of cases to determine compliance with CPS protocols. PCG developed a report of findings and recommendations presented to the Human Services Committee of the Brown County Board of Supervisors.

References

City of Norfolk, Virginia, Department of Human Services

Served as the Engagement manager for the assessment of the NDHS foster care system. The objective of this assessment was to review current practices of the NDHS to determine if children and youth in the custody of the agency are appropriately cared for and examine the array of services provided to and for foster children to ensure not only physical safety, but also progress toward the objectives of safety, well-being, and permanency.

State of Indiana, Department of Child Services

Assisted with researching state foster care rate setting methodologies and performance-based contracting information and compiled per diem foster care rates and policies to compare practices from other states with practices in Indiana.

State of South Carolina, Department of Social Services

Assisted DSS with completing a revenue assessment by reviewing several of DSS' federal revenue streams, the Title IV-E eligibility rate, and CAP and RMTS make recommendations for enhancing claiming to all federal fund sources DSS utilizes.

Patrick Lubbering, CFO
Division of Finance and Administrative Services
Missouri Department of Social Services
P: 573-751-7533
Patrick.luebbering@dss.mo.gov

Melissa Erazo, Bureau Director
Bureau of Budget and Fiscal Support
Pennsylvania Department of Human Services, Office of Children Youth & Families
P: 717-783-3856
merazo@pa.gov

John M. Elliott, Deputy Administrator
Division of Safety and Permanence
Wisconsin Department of Children and Families
P: 608-422-6894
John.elliott@wisconsin.gov

Sarah Batipps, Project Manager

<p>Responsibilities</p>	<p>As Project Manager, Sarah will be the main point of contact for regular communications with DHHS staff. She will oversee and manage the project plan to ensure the project tasks are completed on time, at DHHS’ satisfaction, and within budget.</p>
<p>Bio</p>	<p>Sarah brings over seventeen years’ experience working at the Montgomery County, Pennsylvania Department of Health and Human Services where she worked as a caseworker, supervisor, placement manager, program specialist, and performance and planning coordinator.</p>
<p>Education</p>	<p>Villanova University, Bachelor’s Degree in Psychology Bryn Mawr College, Master’s Degree in Social Work and Social Research</p>
<p>Relevant Experience</p>	<p>Montgomery County, Pennsylvania Health and Human Services</p> <p>Sarah served as the Performance and Planning Coordinator where she assisted in the development, implementation and maintenance of county performance management framework for human services for a network of more than 140 provider agencies and 67 unique services. In addition, Sarah standardized processes and workflows across Child Welfare, Aging, Drug and Alcohol and Developmental Disability program areas.</p> <p>Montgomery County, Pennsylvania Health and Human Services</p> <p>In her role as a Program Specialist at the Montgomery County Department of Health and Human Services, Sarah managed the child welfare program area network, which consisted of 38 unique providers and delivered 35 distinct community-based services to children both in home and in substitute care. She also established and executed processes for monitoring the child welfare network of provider agencies to ensure contract compliance, program fidelity, and to strengthen internal controls and management of financial risk. She also developed and implemented a scope of work process for all child welfare contracted providers to clarify responsibilities and enhance quality service delivery. Sarah conducted a data analysis of service utilization, placement trends, incident reporting, and prepared reports for leadership. She also co-led the implementation of a strategic plan initiative, operationalizing efforts</p>

to integrate human service program areas and promote culture of One Department.

Montgomery County, Pennsylvania Health and Human Services

Prior to Sarah's role as Program Specialist, Sarah served in many roles throughout the Department, including:

- **Placement Manager:** Managed out of home placement and visitation service referrals, including determination of level of care and rate authorization; tracked regulatory documents for placement and visitation purchased services; agency liaison to providers for purposes of referral process and troubleshooting quality of service issues; collaborated with fiscal and contracting staff regarding children's IV-E eligibility, Medical Assistance, invoicing and renewal of contracts with the provider network.
- **Substance Use Project:** As result of changes in federal law, CAPTA and Plan of Safe Care, evaluated child welfare response to families with substance use disorder and assisted with building interventions for this population. She conducted data analysis and made recommendations for a new data collection system to improve reliability in support of case planning and funding needs.
- **Family Engagement Project:** enhanced policy and knowledge around work with parents experiencing incarceration; conducted family finding and teaming meetings; co-facilitated parent education classes in the local correctional facility.
- **Supervisor:** managed a team of 7 staff providing casework services. Partnered with staff in the field, providing ongoing supervision and support. She also supported hiring and performance evaluation process, identified opportunities for process improvement and streamlined workflows, and participated in several quality improvement committees.
- **Caseworker:** provided direct services to children and families through in home or placement services, documentation in electronic record system, court preparation and testimony, coordination with community resources and across systems.

Andrea Galambos, Performance and Planning Administrator
Pennsylvania Health and Human Services

References

P: 610-277-2940

agalambo@montcopa.org

Vera Zanders, Deputy Administrator
Pennsylvania Health and Human Services

P: 610-278-5653

vzanders@montcopa.org

Dana Meyer, Performance and Planning Program Specialist
Pennsylvania Health and Human Services

P: 610-278-5909

dmeyer@montcopa.org

Sara Gilbert, Project Coordinator

<p>Responsibilities</p>	<p>As Project Coordinator, Sara will be responsible for supporting the development of the practice and funding models.</p>
<p>Bio</p>	<p>Sara Gilbert is a Consultant with PCG. Sara has over nine (9) years of experience in child welfare within the state of Nebraska, Division of Children and Family Services. Sara’s experience stems from work as field staff working with juveniles with mental health challenges, substance abuse addictions and law violations, to supervising case management staff as well as overseeing the statewide registry request process with efforts to streamline and enhance efficiency. Sara has worked with; children, families, community stakeholders, judges and attorneys to increase permanency. Sarah has helped facilitate working groups charged with improving services to children and families in multiple states and has a deep understanding of government operations and how IV-E funding is linked to the day-to-day work.</p>
<p>Education</p>	<p>Wayne State College, Bachelor of Science in Criminal Justice</p>
<p>Relevant Experience</p>	<p>Commonwealth of Virginia, Department of Social Services Supports a feasibility study throughout the Commonwealth addressing the constraints and short comings of the current IT system while considering functionality needed to meet proposed Comprehensive Child Welfare Information System (CCWIS) compliance. Assists with using the information gathered in the feasibility study to identify possible system solutions, the evaluation of these solutions, and the development of a firm understanding of the day-to-day needs of the end system users which will drive the development of a request for proposals for the procurement of a Comprehensive Child Welfare System for the Commonwealth. Facilitated statewide Joint Application Design (JAD) Sessions with front line staff to identify needs for a new case management system and gaps in existing systems and processes.</p> <p>State of Arizona, Department of Children’s Services Provided support for the Refugee Resettlement Program by organizing and facilitating focus groups in tandem with interpreters, for refugee resettlement participants to identify gaps and satisfaction with existing services and needs to enhance</p>

service delivery while enhancing outcomes for those entering the state.

State of Iowa, Department of Public Health and Department of Human Services

Assists with department realignment by facilitating and documenting change team sessions with unit specific stakeholders to identify commonalities and areas of improvement as the state moved toward creating a system to enhance the client experience by avoiding duplication. Aids in the alignment of one agency to best meet the needs of the clients served throughout the state, through organization change management exercises.

State of Iowa, Department of Public Health and Department of Human Services

Facilitates focus groups with refugees who had recently resettled in the rural community. Through the use of interpreters, PCG gathered feedback regarding the gaps, challenges and supports needed for the new arrivals and how the needs varied between refugee populations.

State of Texas, Department of Assistive and Rehabilitative Services (DARS)

Provided project support to conducting an evaluation of independent living services available in communities throughout the state. The evaluation included an assessment of the capacity, or the ability and willingness to develop the capacity, of Centers for Independent Living (CILs) and other service providers to provide a statewide network of independent living services provided by DARS. This project evaluated whether services provided through the DARS Office of Deaf and Hard of Hearing Services could be better provided through the CILs. This project included documenting the goods and services provided by the Office of Deaf and Hard of Hearing, and provided an analysis of which processes could potentially be outsourced to the CILs. Supported town hall listening sessions in conjunction with sign language interpreters in three key areas of the state to gather community response to proposed service delivery changes and impacts.

References**State of Oklahoma, Department of Human Services**

The Oklahoma Department of Human Services, Division of Developmental Disabilities Services' (DDS) contracted with PCG to review costs for children with developmental disabilities who are also in foster care to determine whether federal funds can be utilized for this population. The work includes meeting with child welfare services staff, research as to how other states are paying for this population and potentially a change to the state's exceptional care service definition as part of the HCBS Community Waiver.

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Robin O’Brien, Policy and Practice Team

<p>Responsibilities</p>	<p>As a member of the Policy and Practice team, Robin O’Brien will assist with the development of the agency practice model.</p>
<p>Bio</p>	<p>Robin O’Brien is a Senior Advisor where he helps state and local public health and human services client organizations drive positive, sustainable change. Robin has 20 years of experience managing projects, programs, and organizational change for a wide range of nonprofit, public, and corporate organizations. Since joining PCG in 2013, Robin has led and contributed to public sector organizational change projects in family homelessness, workforce development, economic assistance, administration and finance, child welfare, juvenile justice, child support, early education and care, Medicaid, and home and community-based services. Prior to joining PCG, Robin led organizational change efforts for more than 25 state and local public health and human services agencies while an Organizational Effectiveness Consultant at the American Public Human Services Association (APHSA).</p>
<p>Education</p>	<p>University of Maryland, Bachelor of Arts in Government & Politics and History City University of New York, Baruch College, Masters of Science in Industrial-Organizational Psychology</p>
<p>Relevant Experience</p>	<p>State of Iowa, Departments of Human Services and Public Health</p> <p>Helped develop Final Change Package and Functional Organization Chart presented to and accepted by the Governor and Legislature for integration of state Human Services and Public Health Departments into a new, comprehensive Department of Health and Human Services. Drafted Implementation Considerations to guide creation of integrated department in alignment with change management best practices. Facilitated array of staff, department leadership, and external stakeholder working sessions and listening/feedback sessions. He helped charter and facilitate cross-level and cross-functional Alignment Project Team and Change Teams. Robin conducted comprehensive assessment of connection points between departments of human services and public health to identify opportunities to serve lowans more effectively and realize organizational efficiencies. He also helped design and staff project structure, including DHS-DPH joint sponsor team, primary project team, project management team, and change team.</p>

State of Minnesota, Department of Human Services, Disability Services Division

Facilitated design, development, and launch of DHS-wide collaborative to conduct joint project management, communication and technical assistance activities between four major home and community-based services focused change initiatives. The HCBS Collaborative is jointly led by the Department's Aging and Disability Services divisions and includes wide-spread, cross-functional, senior-level participation from Federal and Legislative Relations, Communications, Office of Inspector General, Medicaid Payments, and Strategic Purchasing business units, among others.

State of Florida, St. Johns County Health and Human Services

Assisted with developing a five-year strategic plan for integrated agency serving health and human services needs of rapidly growing suburban and rural county. He conducted visioning session followed by 1:1 interviews with six executive leaders, and remote focus groups with frontline staff and external stakeholders (private providers, advocates, and other agency partners) and distilled findings in a SWOT analysis format. Facilitated HHS executive team in three virtual planning sessions and drafted and refined until complete a five-year strategic plan with more detailed year one set of initiatives. Completed multi-year trend analysis including comparisons with like counties regarding per capita investments, multi-year cost projections, and projected multi-year growth in customer needs.

Montgomery County, Pennsylvania Department of Health and Human Services

Developed a five-year strategic plan for recently integrated agency serving health and human services needs of 800,000+ county residents. Conducted visioning session followed by 1:1 interviews with 15-person Health and Human Service Cabinet. Conducted in-person focus groups with frontline staff, supervisors, and external stakeholders (private providers, advocates, public agency partners, and program participants/clients). Developed and administered staff and external stakeholder surveys. Facilitated HHS Cabinet in two one-day facilitated planning sessions, and presented draft to and gathered feedback from staff and stakeholders. Created and supported implementation of launch plan, including communications, governance, progress and impact measurement, and action team chartering.



Dutchess County, New York, Department of Community and Family Services

Facilitated a public-private Change Team and liaise with executive sponsors in guiding the direction of a county-wide, multi-year “Path-to-Promise” effort to ensure that all youth in the county ages 0-19 have the services and supports they need to thrive and be prepared for adulthood. Helped the team and executive sponsors to develop and disseminate an overarching framework; plan and execute stakeholder focus groups, surveys, strategic communications, and youth engagement efforts; map strengths and gaps in current efforts to meet youth needs; and develop a phased roadmap to close gaps and strengthen youth, family, community, and service provider capacity.

State of North Carolina, Department of Health and Human Services

Helped lead change management efforts and working session facilitation for federally funded effort to design, test, and implement a more effective, integrated, and customer-centric approach to deliver benefits that support low-income individuals and families. Led development of a multi-year strategic plan. Facilitated annual monitoring and continuous improvement of the plan year-over-year. Contributed to statewide training/technical assistance and communication planning. Led training design and delivery for the Operations Support Team.



References

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Ivy Doxley, Policy and Practice Team

Responsibilities	As a member of the Policy and Practice team, Ivy Doxley will assist with the development of the agency practice model.
Bio	Over the past 18 years, Ivy Doxley’s work in child welfare, in both the public and non-profit space, has allowed her partner and collaborate with a multitude of child welfare stakeholders to develop and implement strategies, policies, training, and programs aimed at increasing the health, wellbeing, safety, and stability of children, youth, parents, and their caregivers. Ivy has experience with designing and facilitating stakeholder engagement activities to include the voices of people through activities such as focus groups, surveys, stakeholder led case reviews, advisory boards, round table discussions, virtual webinars, team decision making meetings, and town hall sessions. Specifically, Ivy has facilitated staff surveys for the Missouri Registered Childcare Monitoring Program to solicit staff and leadership input to refine the vision, strategy, and priorities to identify core common values for the project team and stakeholders served, designed and co-facilitated regional and state level town hall meetings, local focus groups, round table discussions, and a state level advisory board to engage child welfare participants and stakeholders in the design, vision, and implementation for FFPSA in Missouri, and collaborated with the Missouri State Youth advisory board of current and former foster youth to facilitate various focus groups and surveys to solicit youth input to inform child welfare program vision, policy, statutes, and best practices on various topics, such as trauma-informed practice, normalcy, psychotropic medications, and sibling rights.
Education	Missouri State University, Bachelor’s of Science in Sociology Lindenwood University, Master’s Degree in Leadership and Effective Management
Relevant Experience	State of Missouri, Department of Elementary and Secondary Education Direct the vision and objectives of the Missouri Registered Childcare Monitoring Program to deliver childcare regulatory services to the state of Missouri by providing technical assistance, customer service, resources, and reliable support to Missouri’s license exempt childcare providers.

Pour Life, Non-Profit

Consulted with executive leadership to strengthen organizational strategy, monitor program performance outcomes, & build strategic partnerships to increase the number of youths served. Identified and coordinated efforts to successfully win and execute a new Chafee older youth contract opportunity to expand the service area and youth population served by the organization by 50%. Evaluated Transition Age Youth service model for effectiveness, meaningful outcomes, & scalability. Facilitated SWOT, focus groups, and needs analysis to plan organizational development activities. Coordinated implementation activities for new contracts ensuring target deadlines & outcomes are met. Monitored contracted service delivery ensuring program objectives & quality indicators are met. Designed & implemented continuous quality Improvement activities. Identified new partner and new funding streams to expand service areas and diversity of services.

State of Missouri, Department of Social Services, Children's Division Central Office Foster Care Manager

Developed and implemented strategies, policies, and service programs, to increase the health, wellbeing, safety, and permanent relationships for over 14,000 youth experiencing foster care, and former foster youth. Collaborated with state & community partners such as Housing, Mental Health, and Managed Care providers to develop and deliver programs that promote the health, safety, and wellbeing of youth & families. Engaged voices of diverse groups of youth, parents, & constituents impacted by the organization to strengthen policies, programs, and service delivery through stakeholder engagement activities. Built strong collaborative relationships with national, state, & local stakeholders to braid resources. Developed & monitored RFPs & contracts with total budget ~\$95 million, evaluating contract outcomes. Evaluated program performance, led CQI activities, & reallocated resources to most effective programs. Managed organizational change projects to operationalize new laws, programs, & practices such as: provisions of Family First Prevention Services Act, CAPTA, Team Decision Making practice statewide. Created state strategic plans for federal approval, & program improvement plans in response to audits. Delivered professional executive level reports, & formal presentations to internal & external constituents



State of Missouri, Department of Social Services, Children’s Division Training & Development Specialist

Developed & implemented creative training content using ADDIE and Adult Learner Model to develop KSA’s of staff to serve children and parents experiencing abuse and neglect, SUD, DV, mental health, and trauma. Managed team research and curriculum development projects; ensured target deadlines & outcomes met. Evaluated training and organizational performance data for ROI & impact on staff & family outcomes. Facilitated focus groups and case reviews to identify staff training needs. Developed new trainers by training “Train the Trainer” courses.

MO Dept. of Social Services, Children’s Division – Children’s Service Supervisor, 2007-2010

Managed & trained child protection services staff assuring safety of children through on-the-job training, coaching, and development activities using solution focused & motivational interviewing techniques. Built strong collaborative relationships with families, court partners, and community service providers. Executed new policies, practices, and programs by instructing, supporting, and evaluating performance. Analyzed performance data & developed unit’s strategic plans to improve outcomes for staff & children. Interviewed and selected employees, coached & created professional development plans with staff. Designed jobs & stretch assignments, appraised and supported performance of direct reports.



References

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Kimberly Morris, Project Team

<p>Responsibilities</p>	<p>As a member of the Project Team, Kimberly will support with data analysis efforts in the development of practice and funding models.</p>
<p>Bio</p>	<p>Kimberly Morris performs data analysis and develops visualization dashboards involving large data sets, such as survey results, substance abuse data, physician information, and insurance claims, utilizing R, Excel, Tableau, and SQL. She is skilled in data reporting and research, with a keen ability to extract, explore, transform, present, and predict data at scale to deliver key reporting. Kimberly recently completed a cluster analysis of Iowa’s parent education programs for the state’s Department of Human Services. This analysis was performed using k-means clustering in R programming language. Results were illustrated in a written report, which outlined the demographics of the groups most likely to graduate the programs.</p> <p>Kimberly also provides data analysis reporting for foster care transitional programs in Pennsylvania on behalf of its Office of Children, Youth and Families. This work includes developing automated data analysis pipelines in SQL and Excel and presenting descriptive statistics results to the client. She also is developing Tableau dashboard prototypes for the Colorado Department of Human Services <i>Colorado Works</i> TANF program, which assess job preparation, service intensity, and exit reasons.</p>
<p>Education</p>	<p>Fisk University, Bachelor of Science in Mathematics Harrisburg University of Science and Technology, Master of Science in Data Analytics</p>
<p>Relevant Experience</p>	<p>State of Colorado, Department of Human Services Provides support to DHS with the current Colorado Works TANF Program Exit Survey by producing data visualization dashboards of monthly surveys administered to hundreds of people who have recently left Colorado Works to assess job preparation, income change, caseworker and case planning experiences, childcare, and overall satisfaction.</p> <p>State of Iowa, Department of Human Services, Division of Adult, Children, and Family Services Provides data analysis of survey outcomes concerning youths leaving foster care. She produces distribution reports at the state and county level.</p>

References**Primary PartnerCare Management Group**

As a Health Data Specialist, Kimberly Analyzed and produced reports on physician, insurance and patient information, while checking regularly to ensure proper database maintenance. She used data visualization tools to prepare reports on employee and care center productivity, working closely with leadership to deliver accurate and timely results.

Panasonic North America

As a Master Data Co-Op, Kimberly produced dashboards and flow charts for the human Resources Department on survey results, including Exit and Hiring Manager surveys. She performed database UAT testing and automated team workflows.

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Jeremy Payne, Financial Analyst

Responsibilities	As a Financial Analyst, Jeremy Payne will lead efforts in developing the funding model.
Bio	<p>Jeremy Payne, a Project Manager at PCG, will provide financial modeling and rate experience from the agency perspective. Jeremy managed financial forecasting and rate development for Washington State Department of Children Youth and Families (DCYF). In addition to rate setting, Jeremy has experience with agency rate implementation and budget development. Jeremy brings valuable expertise having coordinated with PCG both as a team member and from the agency perspective as well.</p> <p>Prior to working for DCYF, Jeremy learned valuable lessons about complex planning in the United States Navy. While forward deployed, he balanced the daily logistical challenges of supporting a crew of more than 2,000 sailors and marines while planning and executing events for special guests and diplomats.</p>
Education	<p>Evergreen State College, Bachelor of Arts in Public Policy</p> <p>Evergreen State College, Master of Public Administration</p>
Relevant Experience	<p>State of South Dakota, Department of Social Services</p> <p>As Project Manager, Jeremy oversaw the market rate analysis for targeted services, including residential services for youth, behavioral health services for children and adults, and other Medicaid funded behavioral health services. Conducted analysis of survey and other data points, including salary data analysis from the Bureau of Labor Statistics, state salary data from DSS data, and inflation data from the Consumer Price Index. Market comparisons were then used to calculate proportional rate differences to maintain wages in line with the market.</p> <p>State of Colorado, Department of Human Services</p> <p>Serves as a financial analyst lead in modifying the current child welfare funding model, which will be used to inform the Child Welfare Allocations Committee, General Assembly, Governor, and CHS of the appropriate funding levels required to fully meet all state and federal requirements concerning the comprehensive delivery of child welfare services and prevention programs.</p> <p>State of Michigan, Department of Health and Human Services (MDHHS)</p>



Worked with the State of Michigan to transform from a per diem rate system to a performance-based system for their child welfare services. This includes developing a capped allocation for the pilot county that encompasses all case management services as well as an array of services for children in out of home care. In addition to the rate calculation activities, PCG facilitated the public-private partnership necessary to support the effort and monitors sufficiency of the rate. Jeremy assisted with the development of cost-based per diem rates for services in the areas of the state that are not yet transitioning to a capped allocation.

State of Texas, Health and Human Services Commission

Assisted with the review of foster care rates under the legacy foster care model and the performance-based community-based care model and made recommendations to make the rates more sufficient, more closely aligned to children’s needs, as well as more effective at holding providers accountable for meeting certain performance goals. He analyzed child assessment data for correlations to cost of care, recommended risk sharing and risk mitigation strategies, and opportunities for better maximizing federal dollars.

State of Washington, Department of Children, Youth, and Families

Prior to joining PCG, Jeremy was the OCYF Forecasting and Rates Office Chief for six years. In this role, Jeremy developed dozens of rate models for programs ranging from Child Care to Juvenile Rehabilitation Facilities. He also developed forecast models for programs accounting for more than \$500M annually and developed grant Models and oversaw the delivery of more than \$400M in grants. Jeremey also advised state agencies on the federal funding cost allocation plan for IV-E, T-XIX, CCDF, TANF, and other smaller grants.



References

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Gunnar Rojas, Financial Support

<p>Responsibilities</p>	<p>Gunnar Rojas will serve on the Financial team, providing support in the development of the funding model.</p>
<p>Bio</p>	<p>Gunnar Rojas, an Analyst, will serve as a member of the Project Support team. Mr. Rojas supports numerous projects in human services agencies across the U.S., predominately in policy analysis, field research and stakeholder engagement. Gunnar has experience working with state agencies and facilitating stakeholder groups to elicit feedback to inform policies, procedures, services, and strategic planning processes. He currently works with the Commonwealth of Massachusetts Department of Children and Families on the Medicaid Rehabilitation Option and Title IV-E rate setting and claiming initiatives, as well as with the State of Michigan Department of Health and Human Services Per Diem Cost Reporting and Rate Setting. He is gathering data and providing analysis to ensure accuracy and help maximize the accuracy of these projects.</p>
<p>Education</p>	<p>Coastal Carolina University, Bachelor’s Degree in Accounting Coastal Carolina University, Master’s Degree in Accounting</p>
<p>Relevant Experience</p>	<p>State of Massachusetts, Department of Children and Families Gunnar is currently assisting DCF with data analysis and quality control assurance tasks in developing final and provisional Title XIX Rehabilitation Option for services provided in residential facilities. His role includes gathering data and providing analysis for rate services in residential facilities through a time study evaluation.</p> <p>State of Massachusetts, Executive Office of Elder Affairs Gunnar is currently part of the Fiscal and Operational Analysis for Adult Protective Services Program team where he conducts research and analysis to determine best practices in Massachusetts and other states, programs for documenting cases, and ways to improve the current system.</p> <p>State of Massachusetts, Department of Children and Families Performing Quality assurance checks on quarterly Targeted Case Management claims to ensure accuracy and compliance with Title XIX requirements to receive adequate reimbursement for their work in providing Targeted Case Management services.</p>

State of Michigan, Department of Health and Human Services

Gunnar is currently helping redesign Michigan's child welfare agency cost reports to better capture the expenses and performance metrics associated with service delivery. This included conducting research and calculating statewide per diem rates based on cost report submissions, benchmark data and a methodology developed with state and provider stakeholders. Gunnar assists with analyzing results and creating levels of care based on time-intensive needs.

State of Michigan, Department of Health and Human Services

Assisting in pro-forma rate modeling. In addition to collecting data and assisting in developing a report for the proposed rate for a Community Justice Facility for the Michigan DHHS.

State of Missouri, Department of Social Services

Gunnar assisted with the completion of DSS's Residential Treatment Cost Report by reviewing provider cost data to audit documents to ensure accuracy. Data compiled from contracted residential treatment and care providers was used to propose a cost rate for residential providers.

State of New Jersey, Department of Health

Assisted the lead analyst in data analysis as well as conducting triage on submitted data sets and repairing ones that could be fixed to use in the study. The goal of the rate and time study is to recommend reimbursement rates for the provision of early intervention and related services through NJEIS.

**State of Rhode Island, Department of Administration,
Division of Purchases**

Gunnar assisted with the management of a residential services time study and all lead up activities, including the training of study participants, planning meetings, and developing methods to record and process data.

State of South Dakota, Department of Social Services

Gunnar assisted the PCG team and State in developing a methodology for determining the cost of care for all types of childcare programs, of all demographics in the state, to compare



to the results of the state’s Child Care and Development Fund (CCDF) mandated market rate survey. This methodology was built in a way that is easily replicated in-house by the State to be done in the future in conjunction with additional market rate surveys as required by the CCDF.

State of Texas, Department of Health and Human Services

In response to the Texas 87th Legislature passed in May 2021, which required the development of an alternative reimbursement methodology proposal for the 88th Legislature passing in 2022, Gunnar assisted with building rates for Texas DHHS to use in the future rate restructure.



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Joe Carbeau, Finance Project Advisor

<p>Responsibilities</p>	<p>As a Project Advisor, Joe will provide guidance and expertise to the project team throughout the funding model development efforts.</p>
<p>Bio</p>	<p>Joe Carbeau, Associate Manager, brings 16 years of experience in the government consulting and nonprofit sectors. He specializes in rate setting and payment reform for health and human services agencies and is a national leader in this area. In this role, Joe supports agencies across the U.S. in the development of both provider payment and federal reimbursement rates. Specifically, he develops, reviews, and analyzes several types of costs reports and time studies to isolate the time and effort associated with service delivery for social services programs. Joe also researches best practices, industry standards and emerging social and public policies that affect agencies serving vulnerable populations.</p> <p>Joe is currently leading children’s services financing projects in Michigan, Texas, New Jersey, Maryland, Massachusetts, Rhode Island, and others. In all, Joe has worked with 25 states to develop payment rates for social services.</p>
<p>Education</p>	<p>Providence College, Bachelor of Science in Marketing Brandeis University, Master of Business Administration Suffolk University Law School, Juris Doctor</p>
<p>Relevant Experience</p>	<p>State of Missouri, Department of Social Services</p> <p>Worked with DSS and its provider community to provide data and cost analysis and technical assistance to develop and implement a service rate for Behavioral Intervention Services. The state was piloting the new service as a community-based alternative to residential treatment. Through data collection and onsite interviews with providers, PCG helped the state understand the costs associated with service delivery. PCG worked with the state to develop new payment rates better tied to the actual effort and expenses incurred by providers.</p> <p>Commonwealth of Massachusetts, Executive Office of Health and Human Services</p> <p>Led teams tasked with data gathering, analysis and quality control/assurance in developing payment rates for social services administered by agencies and providers in Massachusetts. Chapter 257 of the Acts of 2008 places authority for determination</p>

of reimbursement rates for human and social services with EOHHS, and EOHHS contracted with PCG to ensure that the rates comply with Chapter 257 and other applicable regulations. In reviewing and developing payment reimbursement rates, PCG ensured that the rates account for reasonable costs, capture inflationary costs and reflect regional differences.

Commonwealth of Massachusetts, Department of Children and Families

Led teams tasked with data gathering, analysis and quality control/assurance in developing final and provisional Title XIX Rehabilitation Option, Targeted Case Management and Title IV-E rates for services provided in residential facilities through financial reports and time study evaluations. Conduct provider time study trainings and present survey and rate calculation data to DCF executive staff. Guide and support quarterly claiming process.

State of Michigan, Department of Health and Human Services

Helped redesign Michigan's child welfare agency cost reports to better capture the expenses and performance metrics associated with service delivery. Provided technical assistance through both onsite and remote stakeholder engagement sessions, revised training materials, recorded webinars, and phone/email support to agencies. Calculated statewide per diem rates based on cost report submissions, benchmark data and a methodology developed with state and provider stakeholders. Provide ongoing rate and contract monitoring and technical assistance.

Commonwealth of Pennsylvania, Department of Human Services

Supported Pennsylvania's Rate Methodology Task Force in coming up with a new rate methodology. Conducted peer state analyses to support recommendations to the Task Force. Reviewed previous rate-setting processes and provide technical assistance on areas in need of improvement. Provided overall technical assistance to DPW on the Title IV-E benefit. Assisted in the development of an updated policy manual that enables eligibility staff to make case determinations.

State of Indiana, Department of Children Services

Conducted an assessment of DCS's as-is rate setting processes, procedures and policies. Identified recommendations to bring the rate setting process into greater compliance and identify any gaps

between various DCS processes. The team reviewed systems used to track rates, produce claims, and track RMS results. The final product of the review included a final report and action plan to implement key changes.

State of Missouri, Division of Youth Services

Developed Residential Rehabilitative Service rates for claiming child services, which included reviewing state and federal rules, regulations and plans and conducting provider time studies, staff trainings, and financial reviews. Submitted rate petition letter in conformance with state and federal Medicaid requirements.

State of Colorado, Department of Human Services

Serves as a project advisor in modifying the current child welfare funding model, which will be used to inform the Child Welfare Allocations Committee, General Assembly, Governor, and CHS of the appropriate funding levels required to fully meet all state and federal requirements concerning the comprehensive delivery of child welfare services and prevention programs.

References

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Judge James Payne, Advisor

<p>Responsibilities</p>	<p>As a Project Advisor, Judge James Payne will provide guidance and expertise to the project team throughout the practice model development efforts.</p>
<p>Bio</p>	<p>Judge James Payne is a Senior Advisor located in Indianapolis, Indiana. Judge Payne was the Juvenile Court Judge in Marion County, Indiana for 20 years. After his time on the court, Judge Payne was the Director of the Department of Child Services (DCS) for the State of Indiana for over seven years. During that time, Indiana doubled its field workforce, implemented a training academy and a year-round training curriculum, put in place a uniform practice model, began managing to data and metrics, drastically reduced out of home care with specific improvement in lower residential care and built a state of the art child welfare case management system (MaGIK), and a child welfare leadership academy.</p> <p>Judge was the President Elect of the NCJFCJ before leaving the Juvenile Court bench to become the Director of DCS, the state agency responsible for the child protection and the child support systems. He speaks frequently around the country on issues of child welfare, delinquency, case management, and juvenile justice practice and policy. Also, as a Juvenile Court Judge, James Payne built relationships between the court system, the family, and the schools by setting up therapeutic, non-threatening meetings within the school environment.</p>
<p>Education</p>	<p>DePauw University, Bachelor of Arts Indiana University, Indianapolis Law School, Doctor of Jurisprudence</p>
<p>Relevant Experience</p>	<p>Maine Pretrial Services, Inc. Consulted and participated in the evaluation of the statewide adult drug treatment court, a year-long process of interviews with judges, prosecutors, probation officers, treatment providers and participants in the drug treatment process. The evaluation was being done to determine the effectiveness and potential funding increases for the treatment program.</p> <p>Cumberland County, North Carolina, Department of Social Services Consulted and participated in the evaluation of the Cumberland County Department of Social Services including interviews with judges, clerks, prosecutors, guardians ad litem, and child welfare</p>

workers; observation of court hearings and court processes; observations of child welfare intake, assessment, referral and internal meetings; and, evaluation of data and metrics as well as policies and procedures

State of Colorado, Office of Information Technology

Provided consulting in the development and implementation of a new call-flow strategy in the state's county and tribe-based Child Abuse and Neglect Hotline System. Assisted in the development of a speech recognition application and a transfer strategy that will allow the help desk to seamlessly transfer calls from county-to-county.

State of Georgia, Department of Juvenile Justice

Assisted with creating a claiming mechanism that will restore Title IV-E claiming for the State and the participating universities throughout Georgia. Completed a curriculum analysis for all participating universities with Schools of Social Work that prepare students and existing staff toward either a BSW or MSW. Negotiated on behalf of the state with the ACF Region IV office to approve the new claiming methodology. Develop a process for ensuring that public universities support and cover the match for private universities. Working on the development of Georgia's first training consortium through Georgia State University that will oversee all participating universities Title IV-E programmatic and budgetary issues.

State of Wisconsin, Department of Children and Families

Assisted the Department to identify opportunities to enhance the Title IVE training claiming practices and identify recommendations for improvement, including budget reporting templates for university partnerships.

State of Texas, Department of Family and Protective Services

Provided technical assistance and guidance on cost allocation and rate setting analysis' of DFPS foster care programs. Conducted a review of historical DFPS budget information and foster care trend data. Worked in conjunction with state agency officials, agency partners, and stakeholders to develop a range of foster care services.

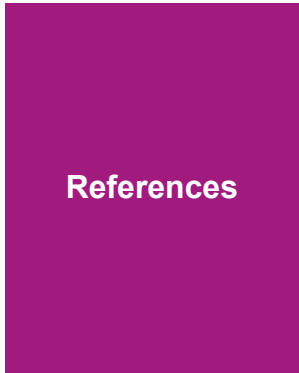


State of Indiana, Department of Child Services

Prior to joining PCG, Judge Payne was appointed by Governor Mitch Daniels to completely overhaul the existing child welfare system. This was to be done by creating a new agency, doubling the caseworker and supervisor staffing, reducing caseloads to national standard in state statute and other significant organizational endeavors transforming the system and agency to a highly motivated, data driven and high functioning team. Developed entirely new practice model aimed first at prevention, first; second, focusing on relative or community placement, and additionally minimizing time under state supervision. Instituted state-wide reform and restructuring resulting in a high functioning state agency that delivers high quality comprehensive, appropriate and effective services to the children and families of Indiana.

Marion County, Indiana, Marion Superior Court, Juvenile Division

Elected and served four terms as Superior Court Judge. Implemented systemic change, through statute revision, merging the juvenile court system and detention center leading to efficiency in the delivery of care, treatment and rehabilitation of youth and families. Constructed new, state of the art, nationally recognized, detention facility and administration wing. Served as President Elect of the Indiana Council of Juvenile & Family Court Judges and President of the Indiana Council of Juvenile & Family Court Judges.



References

Judge Sharon McCully, ret.
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Terry Stigdon, Director
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Judge Leonard Edwards
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Sarah Sparks, Policy and Practice Advisor

Responsibilities	As an Advisor, Sarah will provide guidance and expertise to the policy and practice project team throughout the practice model efforts.
Bio	<p>Sarah Sparks, Sr. Consultant, has 15 years of child welfare experience. Since joining PCG, Sarah has worked on a variety of projects providing consulting, technical assistance, and subject matter expertise in a vast array of child welfare topics. Sarah worked with the Kentucky Department of Community Based Services in planning for Title IV-E Family First Prevention Services. Sarah worked with Colorado’s Department of Human Services to perform an organizational assessment, design and conduct a workload study, assess the current staffing levels, and determine the appropriate number of Division staff that are necessary to effectively supervise the child welfare system across the state. Sarah worked with the state of Missouri to complete a gap analysis of their current residential services program oversight, and a QRTP gap analysis in preparation for implementation of Family First Prevention Services Act. She assisted Wisconsin’s Brown County Department of Health and Human Services in conducting a study of the county’s child protection services, including intake and ongoing units. During this time, she conducted interviews and focus groups with key staff, analyzed county data related to workload, caseloads, etc. and compared to other similar counties in Wisconsin. She also assisted with the review of a sample of cases to determine field compliance with CPS protocols. She has assisted the Virginia City of Norfolk, Department of Human Services in completing an assessment to review their current practices to determine if children and youth in the custody of the agency are appropriately cared for and examine the array of services provided to and for foster children to ensure not only physical safety, but also progress toward the objectives of safety, well-being, and permanency. Sarah is the former Assistant Deputy Director of Child Welfare Services at the Indiana Department of Child Services where she had oversight of the Community Based and Community Mental Health Center Contracts.</p>
Education	<p>Marion University, Bachelor of Arts, Psychology Western Governors University, Masters of Business Administration, Leadership and Strategy</p>
	State of Arizona, Department of Child Safety

**Relevant
Experience**

Assists the ADCS with Family First implementation support by providing on-the-spot technical assistance and guidance to executive leadership regarding overall decision making.

State of Colorado, Department of Child Welfare

Served as the project manager of a workload and organizational assessment of the Colorado Department of Child Welfare. Assisted with the organizational assessment, design and completion of a workload study, assessment of the current staffing levels, and made determinations of the appropriate number of Division staff that are necessary to effectively supervise the child welfare system across the state. To complete the project, PCG conducted a series of interviews and a focus group with DCW staff to identify the different types of activities that are completed within each of the seven DCW units. This information was used to develop and administer a Time Study survey to capture the range of activities the different units perform in providing services and support to counties and other internal and external stakeholders. The time it takes to complete the work was also collected, which was used to measure the workload of DCW staff.

Commonwealth of Kentucky, Department of Community Based Services

Assisted DCBS in addressing changes to Title IV-E through the Family First Prevention Services Act and end of the Title IV-E waiver. This included facilitated visioning sessions, performing and gap analysis, and developing a roadmap and implementation plan. The assessment resulted in recommendations and an action plan to help DCBS appropriately maximize Title IV-E FFPSA changes and remain compliant with Title IV-E.

Commonwealth of Kentucky, Department of Community Based Services

Assisted DCBS in the establishment of rates for evidence based programs provided as a part of its prevention service array, in order to claim IV-E reimbursement of EBP service costs. Also assisted with developing a cost data collection tool for provider completion as a part of DCBS's Family Preservation and Reunification Program RFP. The data was used to establish EBP reimbursement rates tied to provider contracts.



City of Norfolk, Virginia, Department of Human Services

Served as a project team member for the assessment of the NDHS foster care system. The objective of this assessment was to review current practices of the Norfolk DHS to determine if children and youth in the custody of the agency are appropriately cared for and examine the array of services provided to and for foster children to ensure not only physical safety, but also progress toward the objectives of safety, well-being, and permanency. During this project responsibilities included case reviews, facilitating focus groups, analyzing data and developing recommendation

State of Washington, Department of Children Youth and Families

Assisted DCYF with conducting a comprehensive cost study of current Combined In-Home Services. The study identified necessary costs to deliver high quality services. The cost study and final report included an analysis from the research performed, enabling DCYF to calculate cost itemized by the different intervention types within the CIHS contract, recommendations for payment methodologies to formulate fair, sustainable, and applicable rates for the delivery of CIHS accounting for Geographic or regional variations, evidence-based practices variation, staff supervision and retention and hiring and training new staff.



References

Joycelyn Evans
 The Office of Federal Revenue Maximization
 Department of Juvenile Justice
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 Clark County Department of Family Services
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J. Subcontractors

PCG does not intend to subcontract any part of our performance with another vendor.



2. TECHNICAL APPROACH

- A. Understanding of the Project Requirements
- B. Proposed Development Approach
- C. Technical Considerations
- D. Detailed Project Work Plan
- E. Deliverables and Due Dates

2. TECHNICAL APPROACH

A. Understanding of the Project Requirements

This scope of work aims to facilitate the transformation of the child welfare system in both practice and financing to better serve families and children across Nebraska. The complexity of this type of change in a large human services system requires **focus, endurance, and hope**. Based on our experience, here are some fundamental elements for this type of change:

- **Crafting a common agenda** – The state must gain consensus on what matters and what needs to be prioritized. This shared agenda should be memorable and easily shared with others (rather than technical and filled with jargon).
- **Clear and continual communication** – Change is uncomfortable, and people naturally want to know where they stand. Providing clear and continual communication is an important step in garnering support and establishing real feedback loops that can influence implementation.
- **Mutually reinforcing actions** – The staging and sequencing of improvement projects is essential – making early changes that are *both practical and symbolic* can pave the way for more complex, long-term initiatives.
- **Strong sponsorship and support structure** – Research about change management continually cites executive sponsorship as *the* greatest contributor to successful change. And to execute large-scale change, there must be a solid backbone organization (e.g., program management office, project management office) to really grease the wheels of change.
- **Shared measures of success** – Strong outcome and process measures can help stakeholders focus their energy and engineer their contribution to the overall change.

PCG will dedicate a team of consultants, analysts, and subject matter experts in child welfare policy, practice and financing to facilitate achievement of the goals of this project. Our approach to this specific project will be to use our skills in project management, facilitation, and data analysis and evaluation to facilitate a Project Leadership Team (PLT) of cross-sectional stakeholders and partners to assess the current system and develop an evidence-based practice model and finance model to best serve the children and families in Nebraska.

Our approach is grounded in our **Sustainable Change** methodology described in further detail below. We envision a project approach that leverages our support in facilitating and guiding the PLT and its subcommittees through development of work plans to tackle the key phases of work. The level of effort this type of work takes is significant. Therefore, we

envision at least five (5) different subcommittees tasked with specific pieces of the assessment. We will further vet this approach with the project sponsor at project kickoff.

In our experience providing very similar services to other states, we find that facilitating a group of stakeholders that have a common vision and supporting them in achieving their outcomes provides the best work products. While our team will not take the lead on each key task of this project, we will support the PLT and subcommittees through evidence-based practice research, subject matter expertise, technical assistance, and data analysis. Our team of experts will convene regularly standing meetings with the PLT and each subcommittee to track and communicate progress and document risks.

This type of project will require dedication from members, as there will be work within subcommittees that will need to occur in addition to regular duties of already stressed team and individuals. Carving out time for this effort is critical to its success and communicating roles, responsibilities, and expectations must be a top priority.

B. Proposed Development Approach

Sustainable Change

Sustainable Change is PCG's approach to making meaningful and lasting change in government organizations. Sustainable Change is comprised of knowledge and tools that support the growth, change, and revitalization of organizations. It is built upon experience, curiosity, imagination, and leading practices. Our approach helps organizations:

- focus on the right things
- set and execute strategy
- pivot amid change
- make better decisions
- build capacity

PCG was founded on the belief that government services should provide more value to the public. That notion resonates in our Sustainable Change work, which is grounded in the following key principles:

- forward progress is paramount
- doing basic things well is key
- strategy and execution are inseparable
- sustainable change is our #1 indicator of success

To support our Sustainable Change approach, PCG has adapted leading practices and taken them up a notch. For example, our process improvement methodology includes many features of Lean Six Sigma that are tailored to provide more comprehensive and user-friendly work products. Our organizational assessment work is grounded in tools developed by the American Public Human Services Association (APHSA) and its Organizational Effectiveness Unit. Our project management methodology is heavily influenced by the Project Management Book of Knowledge (PMBOK). And members of our team are certified in Prosci, a change management methodology grounded in research and science. We have taken the best parts of these methods and developed a hybrid approach focused on results.

Our improvement cycle – **Dream, Explore, Shape, Implement, Nurture (DESIN)** – comes from more than 30 years of helping government transform. It provides a practical model for navigating and executing change, blending the human, organizational, and technical aspects of change. **For this proposal, we will spend our time working in the first three phases of our methodology – Dream, Explore, and Shape – and our proposal is organized in these phases.**






OBJECTIVE		OUTCOME
	Dream Push the limits of reality, disrupt the status quo, articulate a vision, define a focus.	Vision
	Explore Understand the people, processes, technology, and structure of an organization.	Understanding
	Shape Design the future state and identify the resources required.	Solutions
	Implement Breathe life into innovations, lay the groundwork for sustainable change.	Innovations
	Nurture Focus on continuous improvement, and let ideas grow.	Transformation

FIGURE 3: SUSTAINABLE CHANGE IMPROVEMENT CYCLE

Throughout the life of this project, PCG will provide rigorous project management support. We'll rely on fundamental project management techniques to help ensure services are delivered on time and within budget. Though our approach to project management may vary based on the scope and complexity of a project, we adhere to core principles found in the Project Management Body of Knowledge® (PMBok). Our key tactics include:

- maintain a proactive approach to identifying and overcoming risks and obstacles
- create a collaborative and transparent process so that team members can thoughtfully participate in key project decisions
- establish an effective communication process that covers all levels of stakeholders
- convene regular status meetings to review project progress and respond to challenges

We have built this approach under the assumption that most activities will be conducted remotely. We will provide the use of video-enabled technology platform(s) to successfully complete the deliverables described below as part of our service. However, we also believe there are critical steps in our plan that must be delivered in-person. For instance, our facilitation of visioning sessions at the beginning of this project is best in an in-person environment.

The PCG Project Manager will be accountable for project management activities. This means being responsible for these major areas:

- **Project Initiation** – Defining why the project is important, clarifying desired outcomes, and determining key assumptions
- **Project Planning** – Developing a Project Plan (see below) that describes how the project will be executed, and helps the Project Manager oversee scope, cost, timelines, risk, quality issues, and communications.
- **Executing** – Assigning work, making sure that tasks are completed on time, and responding to risks and issues along the way.
- **Monitoring and Controlling** – Monitoring progress of the project, ensuring key milestones are met, and comparing actual performance with the project schedule.
- **Closing** – Work with clients to gain approvals and performing continuous improvement activities to sharpen project management approach.

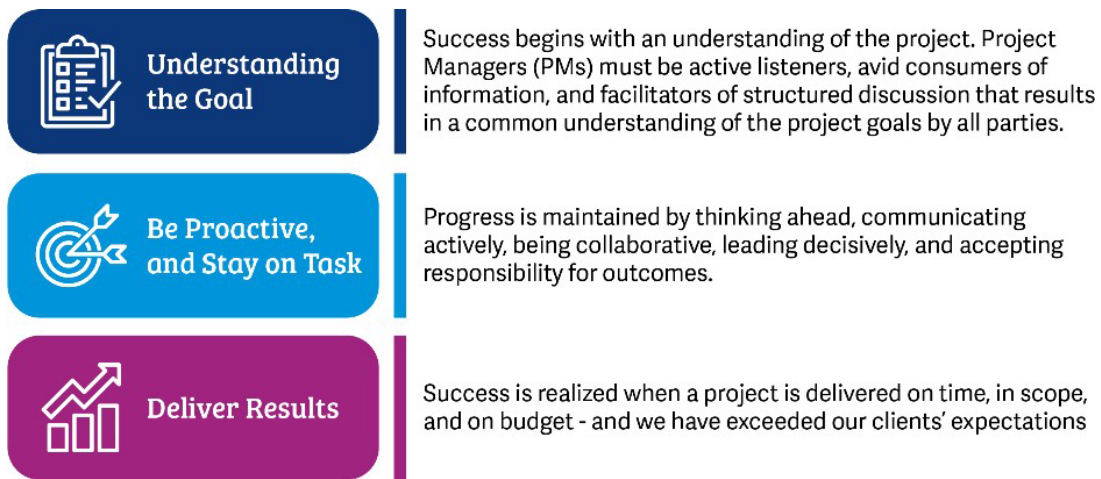


FIGURE 4: PCG PROJECT MANAGEMENT APPROACH

Below, we outline our specific approach to this work through our **Sustainable Change** framework.

DREAM PHASE

In this phase, we bring together stakeholders to consider possibilities, articulate a vision, and define and confirm the focus of the work. This is our first opportunity to dive in and understand the current state of DHHS and the child welfare delivery system. We will work with DHHS to establish the Project Leadership Team (PLT) to begin visioning the future state and the transformational change that DHHS is seeking to achieve.

Our **key activities** for this phase of work include the following:

1. **Establish Project Leadership Team.** In partnership with DHHS, PCG will help establish a PLT that is inclusive of the key system partners and stakeholders defined in the scope of work. In addition to representatives from all DHHS divisions, we recommend DHHS also assign internal project managers to help

facilitate the day-to-day activities of the project (e.g., facilitating information requests, scheduling meetings, communications etc.)

2. **Conduct initial interviews with the Project Leadership Team.** PCG will conduct initial “warm up” interviews with up to ten (10) members of the PLT. These interviews would introduce the PCG team, describe/discuss the phases and logistics of the DESIN process, identify external stakeholders, and confirm a process for external stakeholder active involvement. We would also spend time learning about what each participant expects out of this planning process – for themselves, for their staff, and for their clients.
3. **Develop governance structure and communication plan.** During this initial work, we will provide some options for a project governance structure that can be refined in collaboration with the PLT. The purpose of this structure is to define roles and responsibilities and define how different types of decisions are made. We will also develop fundamental talking points – answering “what is this project all about?” – so that communication is consistent across the DHHS-PCG team and we can easily introduce the project to others.
4. **Identify PLT subcommittees and create project charters.** A critical aspect of this project will be the creation of subcommittees of the PLT that will be charged with specific assessment activities. These subcommittees may be grouped by subject matter or by task, and PCG will help facilitate that structure. For this scope of work, PCG will also lead and facilitate standing subcommittee meetings.

Potential Subcommittee Structure

To help vision the potential governance structure, PCG has put together a sample of how subcommittees could be structured under this scope of work.



FIGURE 5: POTENTIAL SUBCOMMITTEE STRUCTURE

5. Facilitate visioning sessions. PCG will facilitate in-person visioning sessions over a period of two to three days with the PLT to understand how the PLT sees the new practice and finance model and the impacts it will have on the improved service system for children and families. PCG will develop a detailed agenda that includes exercises and facilitated discussions aimed at generating alignment on the vision (the “what”) and the tactics (the “how”). Questions answered during the vision session could include:

- *What does success look like?*
- *What partners and collaborators are needed to achieve success?*
- *How do we embed equity, diversion and inclusion into the work?*
- *What do we need to look out for on our way to a successful design of the new models?*
- *What are the right activities and attitudes that will get us there?*
- *What data do we need to make informed decisions?*
- *How will we measure progress of change?*

DREAM DELIVERABLES

- Project governance structure
- Project communication plan
- Visioning session work products

EXPLORE PHASE

During this phase of the project, PCG will incorporate the vision from the Dream Phase into operating principles for this effort and start planning processes.

Our **key activities** for this phase of work include the following:

- 1. Gather and analyze background materials.** PCG will gather and analyze foundational materials from DHHS and stakeholders. PCG will review existing strategies, strategic plans, policies, rules, statutes, organizational structures, service design and service array, licensing standards, and current rate structures and methodologies using a standardized data collection tool. PCG will review organizational drivers that could include annual and special legislative funding, current statutes and regulations, and probable upcoming changes (e.g., Child Welfare transformation). This step will help PCG understand the current state of the system and help us prepare to facilitate the PLT through this change effort.
- 2. Facilitate the development of subcommittee work plans.** Through facilitated sessions, our team will help each subcommittee develop a work plan to complete

the key phases of work and tasks associated with each subcommittee. For instance, our team will develop a work plan template and corresponding Gantt chart that each subcommittee will use to guide their efforts. PCG staff will provide support in setting agendas, taking minutes, and providing assistance with key analyses needed for each subcommittee.

- 3. Produce a project plan to guide the PLT and subcommittees.** PCG proposes the creation of a project plan that is inclusive of individual work plans for each subcommittee as identified from the Dream Phase above. Once each subcommittee has developed its work plans, PCG will consolidate into a master project plan and corresponding Gantt chart with key milestones and deliverables for this assessment. We will utilize the project plan as a roadmap for this project and we will review the plan during each PLT meeting and report out on key tasks and deliverables.
- 4. Conduct research and evaluation of child welfare practice models and identify successful practices.** PCG will research and evaluate child welfare practice models across the country and highlight and identify successful practices for creating statewide, collaborative, seamless children and family service systems. PCG will do this by:
 - conducting a literature review of pertinent research
 - gathering practice model information from our current array of child welfare clients across the nation
 - drawing upon PCG's network of subject matter experts in the fields of child and family services
 - Working with the PLT to (roughly) evaluate the feasibility of different options based on the environment in Nebraska

Our team will document the results of our research and evaluation and share with the PLT for feedback during one of our regularly scheduled PLT meetings.

- 5. Assess impact of current practice on disproportionality for minority children.** PCG will in collaboration with the PLT, will work to select the variables of most interest in understanding these children's experiences, which can be seen as highly representative of the broader group of children in foster care in the state. PCG will then compare selected outcome measures between various groups of children to understand if there are significant disparities. Special attention will be paid to outcomes related to disproportionality and equity. Examples of outcome questions include, but are not limited to the following:
 - *Do children of color experience more placement moves than white Children?*
 - *Do families in urban settings receive more service offerings than families in rural settings?*

- *Do families with lower household income have more interactions with Judges and/or hearing officers than higher income families?*

Our team will utilize the data available to develop key findings and recommendations to improve disproportionality and racial equity across the foster care system in Nebraska.

EXPLORE DELIVERABLES

- Subcommittee work plans
- Master project plan
- Practice model research and evaluation
- Assessment of Current Practice on Disproportionality
- Report outlining recommendations for practice and finance model for Nebraska’s child welfare systems

SHAPE PHASE

During this phase of the project, PCG will help shape the creation of “the new way of doing business,” facilitate the development and prioritization of solutions, and identify the resources required to make the change. We see our role as helping the PLT and subcommittees bring forth deliverables and documents for PLT approval that will help shape both the practice and finance model.

Our **key activities** for this phase of work include the following:

1. **Project management for the coordination of resources, tracking of tasks, and monitoring of progress toward goals.** Project management is critical for the success of this project. From the start, our team will develop the necessary tools to manage this project starting with a project management and communication plan. These tools are essential to keep the project on track. The project management plan will include the detailed project master plan and our methods for tracking project risks and issues. Our communication plan will lay out our plans for communicating this project to all stakeholders across the state that need to be aware of our progress and success – including families in the system.

Our project manager will develop monthly progress reports which detail the tasks completed for the month, along with highlighting any risks or issues that need to be escalated to project leadership. Within these reports, we will include the project Gantt chart which will provide a snapshot of each subcommittee’s major tasks and the associated progress to date.

- 2. Facilitate PLT and subcommittee meetings for development of key strategies within this phase.** PCG will facilitate all PLT and subcommittee meetings. In our experience with this type of effort, having a dedicated team to lead each subcommittee which roll up to the project manager is ideal and how we envision utilizing our expert team. We will assign a team lead to each subcommittee based up on the subject matter of the committee. For instance, a rate setting or financial analyst will be assigned to the Finance subcommittee as the lead to provide facilitation, research and analysis. The lead will be responsible for facilitating the regularly scheduled meetings, developing agendas, minutes and reporting back to the PLT on progress, and challenges. Workgroup participants will be tasked with completing assigned responsibilities between meetings, which PCG will help to track to and follow-up on. It is important to note that if members are not able to complete tasks, or start to fall behind, the PLT will be alerted. An understanding that this effort will take significant time for the workgroup members, and it is necessary for DHHS to support staff with managing workloads, as a part of their normal job functions for example, re-assigning some of their work, for timeframes to be met.
- 3. Develop strategies for phased implementation of the practice model.** The Policy and Practice subcommittee will be tasked with considering the implementation plan and implementation drivers of the new practice model and how this change may be best implemented within the state. PCG will provide technical assistance through research and will support the development of a phased implementation plan that includes specific change management activities, communication and training needed for this type of effort to be successful. From our experience, the implementation of a new practice model takes a significant amount of time and change management and our team can help guide the planning effort.
- 4. Develop strategies for phased implementation of the financial model.** The Finance subcommittee will be tasked with considering the implementation plan and implementation drivers of the finance model. Similar to the practice model implementation, PCG will provide technical assistance, financial analyses, and methodologies that may best fit the needs of the state and work to support the development of a phased implementation approach. There are many factors that may influence the development of a new financial model, specifically the financial management system that is used to collect and analyze data for managing claims, payments, and producing quarterly claims for federal Title IV-E funding.
- 5. Develop strategies to improve Nebraska's child fatality review process to review child fatalities with a suspicion of child abuse and neglect designed to develop learning and prevention strategies.** A tragic outcome like a child death leads to a series of emotional responses such as media inspection, blaming of staff and focus on compliance. Such responses often contribute to dysfunction

in the organization's cultures and do little to make significant improvement in safety for children in foster care. PCG will research and evaluate child welfare practice models that use evidence-based approaches to inform preventive and responsive fatality review processes especially those that work to develop prevention strategies utilizing data captured through its review methodology. Our team will document the results of our research and evaluation and share with an identified subcommittee members to develop strategies to improve the state's child fatality review process. Additionally, findings will be shared with the PLT for feedback during one of our regularly scheduled PLT meetings in order to collect feedback and provide the subcommittee constructive feedback on plan development.

6. Develop workforce strategies for training, workloads, salaries, and retention.

With staff shortages and agencies in crisis across the nation, workforce development strategies are critical to maintain stable caseloads and reduce case worker turnover, which has a negative influence on case outcomes. Every agency is unique not only in its organizational structure but in the laws, rules, regulations, demographics, geographics, practice model and culture. Any turnover, but especially high turnover, causes additional stress and complications to an already challenging work environment and is frequently tied to training, salaries, and workloads. The Workforce subcommittee will be responsible for the execution of the development of workforce strategies for training, workloads, salaries and retention with support from PCG in terms of research and data analysis. An analysis of agency needs is critical in determining how and what to address specifically regarding stability of caseworker staffing and in the prioritization of efforts. Efforts to support and develop field staff should be specific and targeted including the methods for which implementation can be accomplished. PCG will assist the subcommittee in creating strategies that are based on the assessed needs of the department, are realistic, and have demonstrated the ability to have a positive effect on the workforce.

7. Identify training needs for child welfare staff to support recommended practice model.

A large proportion of initiatives implemented by organizations fail, however a key factor that can lead to its success is training. This is for many reasons as it can increase staff engagement, decrease the percent of resisters as they will understand what is being asked of them, and when the right content is addressed in training it can lead to a sense of transparency and belonging. The Training subcommittee will be responsible for the execution of identifying agreed upon recommendations of training needs for child welfare staff with the support of PCG in terms of research and data analysis. Once the practice model has been identified, PCG will conduct research and assist the subcommittee in creating strategies that are based on the assessed needs of the department, are realistic, and have demonstrated the ability to have a positive effect on the workforce.

8. **Evaluate training Request for Proposal (RFP) language to ensure all aspects and identified needs are included.** The Training subcommittee will be responsible for identifying agreed upon recommendations for changes to the training RFP. To complete this task, once training needs have been identified, PCG will assist the subcommittee with completing a cross walk of current RFP documents to identify content and language to be added to documents in order to address those training needs identified by the Training subcommittee. PCG recommends that this task be completed after the initial practice and finance model have been established, therefore, our timeline reflects this deliverable being completed after the interim report is delivered in November of 2023.
9. **Assess workforce needs and structure of Central Office team (Programs, Finance, Quality Assurance and Policy) to support practice and finance model recommendations.** A well-designed and properly executed organizational structure is essential to building and maintaining high-functioning public-sector departments. PCG has extensive experience evaluating public sector agency operations and improving effectiveness in areas including child welfare, public benefits (including SNAP, TANF and Medicaid), workforce, and call centers. PCG workload studies typically take 6-12 months, to fit the timeline we will do an abbreviated process including staff interviews and process mapping.

Process mapping is a tool used to visually illustrate the flow of work and the steps and people involved in a procedure. During our process mapping efforts, it will be important to look for opportunities to address inefficiencies. Process mapping allows you to see procedures that take a lot of resources, those that need attention, in addition to where there are inequalities in workload as such it can unveil where some responsibilities maybe removed from some employees and placed on others.

The first step will be to understand how the Division is structured, identifying the units that support the mission of the state, the programs that are administered, the services which are provided, and the technical assistance which is given to county and contracted staff to support their activities. All states are responsible for providing prevention services to strengthen the protective capacities of families, completing assessments or investigations in response to allegations of abuse and neglect, providing protective services to strengthen families whose children remain in the home as well as those who are removed, and providing support to its resources which carry out this important work to ensure the safety, permanency and well-being of children and their families; however, there are vast variations in **how** agencies are structured and **how** they perform these activities.

As a starting point, we will review organizational charts as well as pertinent regulations and policies that govern the Division's responsibilities and analyze the organizational structure of the Division and ask key questions such as:

- **Regulatory Compliance** – Which samples or units are responsible to satisfy the statutory requirements of the agency?
- **Technical Assistance** – Which units are responsible for providing direct support to local county staff, as well as contractors?
- **Groupings** – What are the “boxes” on the organizational chart, and what is the reporting hierarchy? How does it compare to the major processes that the organization must undertake?
- **Spans of Supervision** – How many people is a supervisor responsible for, and why?
- **Staffing Roles** – What are the major individual staff roles in the organization and within different units, how are they defined, and how consistent are they with how work actually takes place?
- **Workload** – What workload standards exist now, if any?

To answer these questions, interviews will first be conducted with the Division’s administrators to understand the agency’s formal structure. Interviews will then be conducted with unit leads and key staff members to understand the structure of the units, how the units are staffed and what activities they are responsible to conduct.

Once interviews are completed, we will identify key areas to process map and staff who should be involved in process mapping sessions. For areas identified needing improvement, recommendations will be made. The following steps that will be followed to conduct process mapping:

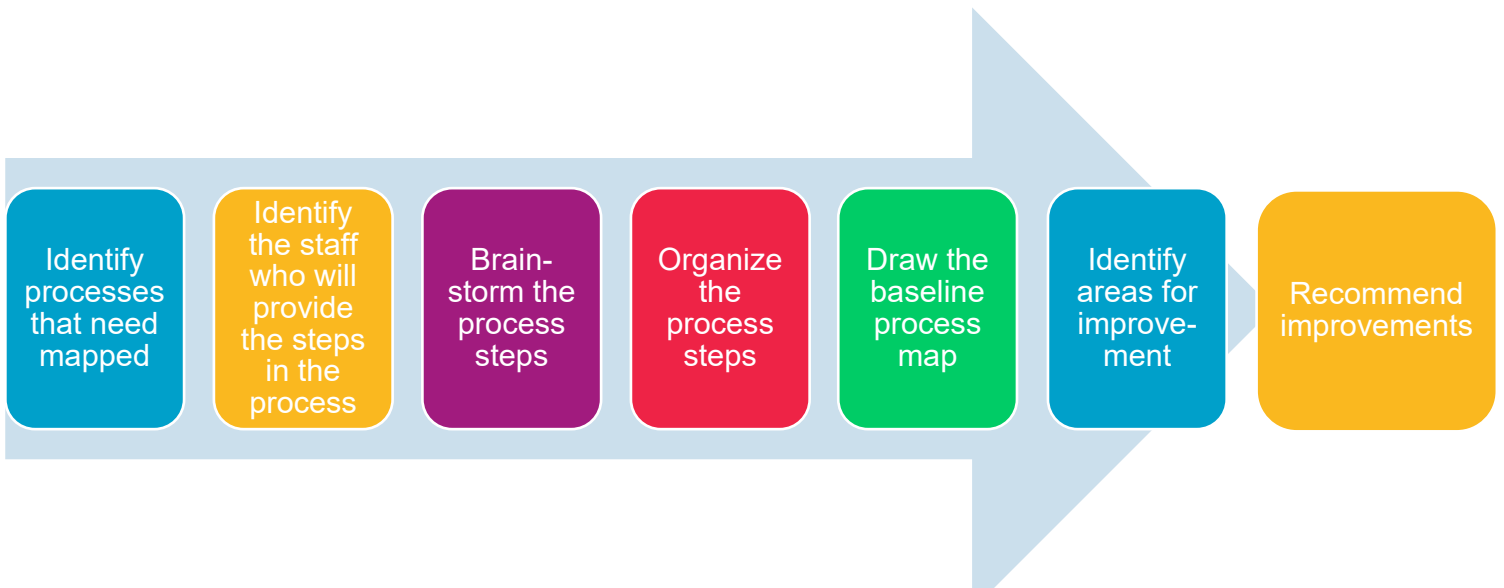


FIGURE 6: PCG PROCESS MAPPING

10. Evaluate workforce needs for Protection and Safety field staff based on the current statutory caseload standards versus emerging workload standards.

A number of states, use an analytic plan to identify how many resources are needed and how many cases case-carrying staff can adequately manage at any one time. The tools can be used to justify how many staff are needed to handle cases in a quality manner that will allow caseworkers to carry out their casework to satisfy policy requirements and in turn produce positive outcomes for those served. The workload studies which PCG has conducted consider the time it takes to handle different types of cases—such as intake, assessments or investigations, in-home and foster care services cases, or licensing—recognizing the time needed to complete different types of activities and the range of activities to completed differs from case type to case type. To truly assess the appropriate workloads and caseloads for the Division’s personnel, a similar process must be undertaken.

PCG will conduct a data analysis on current staffing standards as a comparison to CWLA workload standards, taking into consideration caseworker roles and responsibilities carried by staff within Nebraska compared to those included in CWLAs recommendations. Differences across roles are likely to be impacted by the variation in the scope of work that is required of different units within the protection and safety field staff. For instance, do licensing units perform regular monitoring of families or do they simply process applications? Do staff have mixed caseloads or do they only cover one category of case? Here too, the information will be used to inform the analysis and the recommendations that might result from the organizational assessment of the Division.

PCG will use data available to develop a strategy by which to measure workload and caseload among staff. Like that done when comparing the formulas other states have developed to measure workload and caseload for its on-the-ground workforce, the differences in how programs are administered, technical assistance and support provided to their local workforce, and even which programs exist (e.g., whether it has a Kinship Navigator program or not) will be considered thoroughly. PCG will take into account these difference on how they measure workload and caseloads where applicable.

SHAPE DELIVERABLES

- Practice model implementation strategies
- Finance model implementation strategies
- Recommendation for transition of current training model and training RFP for child welfare training as current vendor contract ends in 2023
- Final report including recommended implementation timeline for all recommendations and theory of change steps

C. Technical Considerations

The causes of risk to a project vary depending on the type, complexity and duration. As this scope of work is multifaceted, involves many variables and covers a tight timeline there are considerations to watch. The following are some of the technical considerations that need to be monitored to decrease their risk to the overall project goals.

1. **Scope creep** – Scope creep occurs when a project's end requirements increase past the originally planned project requirements. There needs to be clearly agreed upon project scope and a vision needs set by PLT for subcommittee members.
2. **Project schedule risk** – There are short timeframes associated with this scope of work. In order to meet timelines, set within this scope of work there will need to be decisions makers in place to ensure projects move forward and there are no lags. In addition, project crunch can affect team members in that pressures to meet timelines can effect individuals, if workloads are unmanageable.
3. **Stretched resources** – PLT and Subcommittee members will most likely hold other roles within the department. Much of the work to be done involves department staff, who also hold these multiple roles and who will have competing obligations and responsibilities.
4. **Operational changes** – The 2022 Nebraska gubernatorial election will take place on November 8, 2022, to elect the Governor of Nebraska. There may be a shift in team roles, changes in management, or new processes that the team will need to adjust to.

Risk management is an important process within the project phases. Part of the management of this project will include an assessment of the technical considerations on an ongoing basis. Appropriate responses to the risks identified above will be discussed during the kick-off meeting and responses to mitigate the risks will be identified.

D. Detailed Project Work Plan

Task or Event	Start Date	End Date
NE DHHS Workgroup Facilitation for Child Welfare System Transformation		
Project Kick off and Planning		
Participate in kick-off meeting	12/1/2022	1/10/2023
Establish Project Leadership Team with DHHS		
Conduct interviews with Project Leadership team		
Develop Governance structure and communication plan		
Identify Project leadership team subcommittees and create project charters		
Facilitate visioning session with project leadership team		
Gather and analyze background materials		
Produce a project plan to guide project leadership team and subcommittees		
Conduct research and evaluation of child welfare practice models and identify successful practices		
Assess impact of current practice on disproportionality for minority children		
Finalize first monthly report including timeline		
Monthly Subcommittee Reports		
Project management for coordination of resources, tracking of tasks and monitoring of progress toward goals	1/10/2023	9/30/2023
Facilitate Project Leadership Team and subcommittee meetings for development of key strategies.		
Facilitate the development of subcommittee workplans		
Develop strategies for phased implementation of practice model		
Develop strategies for phased implementation of financial model		
Develop strategies to improve child fatality review process		
Support subcommittees with data analysis and best practice research		
Create monthly reports with a summary of subcommittee updates, data analysis and next steps for each subcommittee		

Final Report and timeline		
Create an interim final report by 11/1/23 with initial framework of practice and finance model recommendations	10/1/2023	2/28/2024
Create final report 30 days before contract end summarizing all final recommendations of a practice and finance model.		
Final report includes implementation timeline, workforce needs, workforce and caseload recommendations to support the new proposed practice and finance structure		
Training Plan and Training for Stakeholders		
Develop workforce strategies for training workloads salaries and retention	11/1/2023	2/15/2023
Identify training needs for child welfare staff to support recommended practice model		
Evaluate training RFP language to ensure all aspects and identified needs are included		
Assess workforce needs and structure of central office team to support practice and finance model recommendations		
Evaluate workforce needs for Protection and Safety filed staff based on current statutory caseload standards		
Create final training plan and training recommendations for stakeholders		

E. Deliverables and Due Dates

PCG is prepared to deliver the following deliverables. We have proposed deliverable due dates based on our experience executing similar projects. We will work with DHHS upon project award to further refine deliverable dates if that is needed.

Monthly status report of activities, meetings, data analysis and deliverables met are due by the 10th of each month, commencing January 2023.

PCG will prepare monthly status reports to be presented to DHHS and the ELT. Upon project kick off our team will create a status report template that will capture project updates such as:

- Activities completed by the ELT in the previous month
- Activities completed by the subcommittees in the previous month
- Data analysis completed by PCG in the previous month
- Project Risks
- Action items and next steps

These status reports are a critical component to managing the project timeframes, as PCG will solicit any necessary decisions or trouble shooting needed to keep the project on schedule. The status report is used to communicate progress in carrying out our work plan, logistics for completing next steps and resolving issues, to the extent they arise.

PCG will deliver the first report, by January 10, 2023, this report will include a final recommendation of the timelines for the duration of the contract to be mutually agreed upon with DHHS.

Final report outlining recommendations for practice and finance model for Nebraska's child welfare systems.

A preliminary report outlining recommendations for the practice and finance model for the Nebraska child welfare system will be prepared to be delivered to DHHS by November 1, 2023. This report will include a summary of all activities completed by both the ELT and each of the subcommittees. The report will provide DHHS with a full summary of data analysis, peer state research and other system evaluations completed that contributed to the recommendations made. PCG will work with the ELT to prioritize these initial recommendations between December 2023 and February 2024 and as the ELT makes final decisions on recommended practice and financial model that will inform the final report described below.

Within 30 calendar days of the end of the contract PCG will deliver a final report outlining the final proposed practice and finance model for DHHS. The report will build upon the interim report delivered in November 2023, and will include final recommendations that will further refine the work completed by the ELT and subcommittees. The final report will include a roadmap for implementation, this roadmap will include timelines for implementation, dependencies, and individuals responsible for implementation. The final

report will also include required organizational change needed to implement the practice and finance model along with workforce training, workload changes required. Finally, the final report will address necessary changes to the child fatality review process.

Recommendations for training that will be needed in order to implement practice and finance model by CFS for new worker and in-service training, as well as stake-holder training.

PCG will leverage the training subcommittee to support the development of recommendations for necessary changes needed for child welfare workforce training to implement the practice and finance model. Our team will work closely with DHHS to identify needed changes to the training program to meet the needs of the workforce and stakeholders who work closely with DHHS. Our training deliverable will be provided to DHHS by February 15,2023, after the initial report has been submitted in November, but prior to the final report and recommendations.



3. FORMS AND DOCUMENTS

- A. Banking Reference
- B. Section II Through IV

November 4, 2021

Reference

Public Consulting Group, LLC.
148 State Street
Boston, MA 02109

ABA: 211070175
DDA: 1109586385

To Whom It May Concern:

This letter will confirm that Public Consulting Group, LLC. (“PCG”) and Public Partnerships LLC (“PPL”) are commercial banking clients of Citizens, NA (“the Bank”). We have worked with PCG and PPL for many years and they have always handled their relationships in an exemplary fashion.

We act as administrative agent for a syndicated term loan currently in the amount of \$55,500,000 and a \$50 Million line of credit. PCG and PPL are co-borrowers for both credit facilities. The line of credit is unused at this time.

Overall, PCG and PPL are excellent customers of the Bank and we value the relationship.

Should you have any further questions regarding PCG or PPL, please do not hesitate to call me at 617-725-5754

Very truly yours,



Robert Anastasio
Senior Vice President



Section II Through IV



II. TERMS AND CONDITIONS

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:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>ksm</i>			

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

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

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) 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:
WJW			

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:
WJW			

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:
WSM			

G. CHANGE ORDERS OR SUBSTITUTIONS

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

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:
WSM			

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:
NSM			

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:
NSM			

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

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

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:
WSM			

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:
WSM			

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 Response (Initial)	NOTES/COMMENTS:
WBM			

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:
WBM			

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:
WBM			

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

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:
WGM			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

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

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:
WAM			

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:
WAM			

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

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

5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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:
WBM			

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:
WBM			

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:
WBM			

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:
WBM			

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.

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$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
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$3,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the 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.

4. DEVIATIONS

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

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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:
WJM			

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:
WJM			

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:
WJM			

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:
WJM			

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:
WJM			

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:
WJM			

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:
WMM			

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 seq, 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:
WMM			

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.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §81-2403 states “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency” 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:
WBM			

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:
WBM			

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:
WBM			

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. (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:
WAM			

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.

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

Bidder Name: Public Consulting Group LLC

Bidder must bid the Unit of Measure (UOM) pricing. Do not provide the extended cost. 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	\$102,371
Monthly Reports (Quantity Estimated)	9	EA	\$77,473
Final Report and Timeline	1	YR*	\$125,851
Training Plan and Training for Stakeholders	1	YR*	\$123,152

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