



United Way of the Midlands NE 211

Access Nebraska

RFP # 113578 O3

Date: December, 5, 2022



United Way
of the Midlands

UNITED STARTS WITH YOU

December 5, 2022
Ms. Rene A. Botts
Ms. Carrie DeFreece

RE: RFP 113578 O3 United Way of the Midlands

Sent electronically to <https://nebraska.sharefile.com/r-r5c5f56805d174eed827b3bcda9a113d5>

Dear Ms. Botts and Ms. DeFreece,

We are very interested in providing additional call center support services for ACCESSNebraska and pleased to submit a completed application with all required attachments to answer inbound calls and/or perform customer outreach activities including providing back-office processing services in a most cost-effective way.

I think you will find that the NE211 Contact Center, sponsored by United Way of the Midlands in Omaha, is a well-qualified Contractor. We have served the most vulnerable amongst the Nebraska population by assisting in access to social services, including housing, health, food, and transportation. Since 2020, we've aided callers in determining qualifications and completing their applications for emergency rent, mortgage, and utility payments. Last year, our call center fielded over 325,000 contacts. We serve the same people that the Department of Health and Human Services does – we're helpful and empathetic listeners when people are at the lowest points of their lives.

Please don't hesitate to contact me directly if you have any questions about our application, corporate experience, the skills necessary for this kind of work, or our cost proposal

Sincerely,

Dr. Pamela Schwalb, Chief Operating Officer



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II. TERMS AND CONDITIONS

Bidders should complete Sections II through VII as part of their proposal. Bidder should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, bidder 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 bidder 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 bidder's commercial contracts and/or documents for this solicitation.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder'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:
ps			

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 (Contractor's response to the solicitation and properly submitted documents); and
5. 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:
			

Bidder 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 or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

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)

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

The State reserves the right to appoint a Contract Manager to manage the contract on behalf of the State. The Contract Manager will be appointed in writing, and the appointment document will specify the extent of the Contract Manager authority and responsibilities. If a Contract Manager is appointed, the Contractor will be notified, and is expected to cooperate accordingly with the Contract Manager. The Contract Manager 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

Accept	Reject	Reject & Provide	NOTES/COMMENTS:

(Initial)	(Initial)	Alternative within Solicitation Response (Initial)	
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The awarded bidder shall not commence any billable work until a valid contract has been fully executed by the State. The Contractor will be notified in writing when work may begin.

F. AMENDMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
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This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

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

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

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

H. VENDOR PERFORMANCE REPORT(S)

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

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	NOTES/COMMENTS:

		Solicitation Response (Initial)	
ps			

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:
ps			

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:
ps			

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 (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 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:
			

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:
			

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. FORCE MAJEURE

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

		Response (Initial)	
			

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.

Q. CONFIDENTIALITY

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

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.


R. 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.

S. 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.

T. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. 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.

U. CONTRACT CLOSEOUT

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


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 Contractor, 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:
			

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	Reject	Reject & Provide	NOTES/COMMENTS:
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(Initial)	(Initial)	Alternative within Solicitation Response (Initial)	
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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 https://das.nebraska.gov/materiel/purchase_bureau/vendor-info.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:
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Contractor may be required to work with 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	NOTES/COMMENTS:

		Solicitation Response (Initial)	
pg			

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:
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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:
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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 contractor's 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

The Contractor shall take out and maintain during the life of this contract such Commercial General 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.**

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
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
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	\$10,000,000
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 & policy 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 Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work.

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. ANTITRUST

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

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.

I. CONFLICT OF INTEREST

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

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.

J. ADVERTISING

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


The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its 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.

K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.htm> 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.


L. DISASTER RECOVERY/BACK UP PLAN

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

		Response (Initial)	
			


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.

M. DRUG POLICY

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


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

N. WARRANTY

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

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 the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all 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.

O. LOBBYING

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

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).

P. AMERICAN WITH DISABILITIES ACT

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

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.”

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:
PS			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices must include the following information:

- Billing period
- Number of calls handled and/or made
- Average Handled Time (AHT)
- The tier you are billing for and the dollar amount
- Printing and postage dollar amount. On an attached document itemize the postage and printing with . Customer name, number of pages printed, postage amount and the mailing date.

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:
PS			

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 corporate 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)

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 years 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:
			

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 three (3) percent 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.

V. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

a. CONTRACTOR IDENTIFICATION AND INFORMATION

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

United Way of the Midlands

2201 Farnam Street Suite 200,

Omaha, NE 68102

State Incorporated: Nebraska

Year incorporated: 1923

b. FINANCIAL STATEMENTS

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

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

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

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

Audit Attached

Name of preparer:

Forvis LLP

1120 S. 101st Street Suite 410,

Omaha, NE 68124

c. CHANGE OF OWNERSHIP

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

No change of ownership is anticipated during the 12 months following proposal due date.

d. OFFICE LOCATION

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

2201 Farnam Street, Suite 200

Omaha, NE

68102

e. RELATIONSHIPS WITH THE STATE

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

United Way of the Midlands has a close relationship with the state of Nebraska. UWM receives funding for the JAG Nebraska program, as well as NE211. JAG funding is a subaward; - the agreement number is #023-0020-2020 and was signed in 2020 with an annual amendment year over year extending the dates and dollars. NE 211 was funded by the Public Service Commission in 2019, 2020, and 2021 under Grant C- 5069/PI-226.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

None

g. CONTRACT PERFORMANCE

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

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

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

None to all of the above

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

Nebraska 211 (formerly known as First Call for Help) and operated by United Way of the Midlands has served Nebraskans for over 40 years. The Contact Center is known throughout the state for providing information and referral assistance to callers to meet many basic needs including food, transportation, shelter and utilities. NE211 has a history of assisting Nebraskans in making applications for local, state and federal assistance programs such as Emergency Rental Assistance, SNAP and Medicaid. NE211 delivers direct customized supports to underserved populations in a convenient manner via numerous channels. Assistance is accessible via telephone, text, chat, email and website. NE211 has earned accreditation through the Alliance of Information and Referral Systems (AIRS), a national accrediting body for Information and Referral systems. NE211 is a 24 hour/7 day a week live operational Contact Center. Last year, over 325,000 contacts were made with individuals in need across the entire state Nebraska.

In addition to this work, NE211 has been contracted to provide disaster, emergency and program-related services. We worked closely with Nebraska Emergency Management Association (NEMA) and the American Red Cross when tornadoes struck local communities; and with NEMA and FEMA during the flooding in 2019, creating a "pop-up call center" for FEMA staff within our space so that their staff could take damage reports. The table below describes three other contracts, two for the Iowa Department of Public Health (IDPH) relating to Covid; and one for the City of Omaha and their funds for emergency rental and utility assistance, contracted with the Metro Area Continuum of Care for the Homeless (MACCH) which was sub-contracted to NE211.

	IDPH COVID Line	IDPH Vaccine Line	MACCH ERAP Helpline
Time Period	March 2020-June 2021	March-June 2021	April 2021-October 2022
Scheduled and Completion Dates	Began receiving calls immediately	3 weeks' notice for start-up – On-time	2 weeks' notice for start-up – On-time. Brought on over 25 temporary Specialists to

			manage the phones, leveraged existing management staff to oversee project.
UWM Responsibilities	Operate COVID Information Line 24/7 as contracted by Iowa Department of Public Health.	Provide Vaccine information and schedule appointments for callers 7 days per week, 12 hours per day	Provide Emergency Rental and Utility information for the city of Omaha; assist individuals in completing the application and provide application status updates.
Reference Contact	Melissa McCoy 515-246-6631 M.mccoy@unitedwaydm.org	Melissa McCoy 515-246-6631 M.mccoy@unitedwaydm.org	Heather Tomczak (402) 320-2761 htomczak@endhomelessnesstoday.org
Project Description	Sub-Contractor: One of three 211 Centers that support the state of Iowa. Des Moines has direct contract, and subbed out the work to UWM and ISU. All three centers did the same work, but due to the number of staff needed immediately, the work was split between three centers. Budget: \$280,000	Sub-Contractor: One of three 211 Centers that support the state of Iowa. Des Moines has direct contract, and subbed out the work to UWM and ISU. All three centers did the same work. Budget: \$354,000	Prime Contractor: 211 in Omaha was the single point of contact for individuals wanting to complete their application over the phone, ask questions about their application, and check the status of their application. Budget: \$1,245,000

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

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

The NE211 Contact Center proposes to leverage the existing and experienced Managing Team, and only hire staff who will be 100% dedicated to the work of ACCESSNebraska. This allows for a faster start-up and training of new staff, and keeps cost low. As such, the staff working on start-up, with the exception of partial time for a couple, are different than the Operational Staff.

Start-up Team

Name	Title	Leadership Role	Functions	Reporting
Dr. Pam Schwalb	COO	Responsible for execution and continued oversight of project	Directly responsible for 211 and IT	Every staff member on this project reports up to Pam
Karen Heng	Project Manager	Oversees the entire Start-up project	Responsible for all aspects of start-up as identified in the Work Plan	Reports to Pam and carries her authority in this

				Project's Management
Steve Rippe	Sr Dir - 211	Oversees all of the Call Centers Operations	Database, training, quality, reporting, and Community Resource Specialists (CRS). He owns the relationship with the telephony vendor and all programming of the IVR.	Steve reports directly to Pam. Managers over training, quality, reporting, and Community Resource Specialists (CRS) report to Steve
Lindsay Paulsen	Database Manager	Leads team of database curators ensuring all records are accurate	Owns relationship with CRM vendor and all additions and edits to database	Lindsay reports to Steve
Fratina McCraney	Training and Quality Manager	Responsible for updating the Training Manual and training of all staff on phones	She will train and mentor the dedicated Training and Quality Coordinator dedicated to this project, as well as adapt manual to include ACCESSNebraska	Fratina reports to Steve
Myria Ming	Sr. Manager, Call Center	Responsible for hiring and scheduling of all Community Resource Specialists	She will train and mentor the dedicated Sr. Manager for this project, as well as adapt SOP specific to this project	Myria reports to Steve
Megan James	IT Manager	Responsible for programming all 211 Reports and Dashboard	She will be responsible for all Technical work related to the project, including equipment acquisition, automating reports specific to the project	Megan reports to Pam

a.

Resumes below, for each of the professionals involved with Start-Up follow the prescribed content in the RFP.

Name	Dr. Pam Schwalb
Job Title	Chief Operating Officer, United Way of the Midlands
Years at UWM	9-1/2 years
Relevant Experience	Responsible for the state-wide 211 Contact Center for 9 years. I've held leadership positions for 40 years at MasterCard International, KPMG Peat Marwick, First Data Resources, and United Way of the Midlands. Responsibilities have included: chief financial officer with responsibility for over 80 people and \$1 billion in revenue; SVP of Operations at a Fortune 100 subsidiary, and Division Controller for MasterCard International, and Manager at Big Five Accounting firm. I was an Associate Professor at Clarkson College and College of Saint Mary teaching graduate courses in finance, economics, organizational behavior, and leadership. Particular skills in strategic planning, project management, financial analysis and reporting, driving operational efficiency and excellence.
Academic Background and Degrees	I have received a PhD in Human Sciences with a concentration in Leadership from the University of Nebraska-Lincoln. I also hold a Master's degree in Business Administration and a Bachelor of Science degree in Accounting.
Professional Certifications	PhD
Describe your understanding of the Access Nebraska Process and how that relates to the work of 211	<p>The Nebraska 211 Contact Center has been serving the most vulnerable populations in the state for over 40 years. We maintain the most comprehensive curated database of social services agencies, programs, and locations containing nearly 12,000 records.</p> <p>NE211 has had over 325,000 contacts in the past year, with over 3,500 referrals to various departments within DHHS. We understand the people in need of economic assistance, and provide caring and empathetic assistance to all we connect with. We have assisted individuals with rental and utility applications, fielding nearly 69,000 calls so far this year, through November. We utilize an Erlang calculator – one of the most useful workforce management tools in a call center's toolkit—to assist in determining the number of staff needed by day and by hour. It is a mathematical calculation that determines the number of staff needed for a given number of calls to meet a given service level.</p> <p>Assisting as a Contractor with Access Nebraska is a natural expansion of the work we do. Utilizing our existing ACD system, our staff of trained Community Resource Specialists will answer inbound calls, assess caller needs, and assist as appropriate. We will make outbound calls as requested and otherwise perform customer outreach activities including assistance in application completion, scheduling appointments for interviews and processing returned mail. We will have a dedicated staff to provide back-office processing services including data entry, data look-up, document indexing, document scanning, etc. We have automated</p>

	<p>reporting tools to track the status of service requests processing and assistance in the completion of change requests and applications.</p> <p>We assisted with the iServe installation by testing the portal, and inviting some of the clients we serve to also test it and provide feedback.</p>
<p>Provide 3 References: Name Address Phone No.</p>	<p>Ms. Joy Doll Vice President, Community Programs Cync Health P.O. Box 27842 Omaha, NE 68127 402-960-8138 Email: jdoll@cynchealth.org</p> <p>Senator Mike McDonnell Room 10th Floor P.O. Box 94604 Lincoln, NE 68509 (402) 471-2710 Email: mmcdonnell@leg.ne.gov</p> <p>Mr. Cory Shaw (former) Executive Vice President, Chief Operating Officer, Nebraska Medicine 987400 Nebraska Medical Center Omaha, NE 68198-7400 402-559-7274 Email: coshaw@nebraskamed.com</p>

Name	Karen Heng
Job Title	Program/Project Manager (Consultant)
Years at UWM	2
Relevant Experience	Deputy Director Eligibility Operations, Nebraska Department of Health and Human Services 2015-2021
Academic Background and Degrees	Masters of Business Administration, University of Nebraska. 1993 Bachelor of Science Business Administration, Finance and Agriculture, University of Nebraska Lincoln 1986
Professional Certifications	Crop Insurance Agent License NASD Series 3, Commodities Broker
Describe your understanding of the AccessNebraska Process and how that relates to the work of 211	NE211 makes referrals and assists Nebraskans who want to apply for Medicaid and Economic Assistance Programs. ACCESSNebraska is Nebraska's Eligibility Operations for Medicaid and Economic Assistance. ACCESSNebraska consists of call centers, local offices, document scanning center and website.
Provide 3 References: Name Address Phone No.	References available upon request.

Name	Steven D Rippe
Job Title	Sr. Director 211 Helpline
Years at UWM	6 months
Relevant Experience	22 years of Call Center Management 31 years of People Management
Academic Background and Degrees	BS Human Resource Management Bellevue University
Professional Certifications	Green Belt Six Sigma
Describe your understanding of the AccessNebraska Process and how that relates to the work of 211	ACCESSNebraska determines eligibility for the following programs: Medicaid, Supplemental Nutrition Assistance Program (SNAP), Aid to Dependent Children (ADC), Aid to Aged Blind and Disabled Program (AABD), Low Income Home Energy Assistance Program (LIHEAP), State Disability Program, Child Care Subsidy, Refugee Resettlement Program and Social Services for the Aged and Disabled (SSAD) by both internal and outreach calls. NE211 has a successful helpline providing resources to the entire state of Nebraska. 211 already refers community members to DHHS programs,
Provide 3 References: Name Address Phone No.	<p>Jeff Janssen 42583 W Avella Dr Mericopa, AZ 85138 402-682-1006</p> <p>Erin Hilson 6513 S, 102nd St LaVista, NE 68128 402-880-7912</p> <p>Carissa Husbands 4157 S 193rd St Omaha, NE 68144 402-960-7590</p>

Name	Lindsay Paulsen
Job Title	211 Data Resources Manager
Years at UWM	18
Relevant Experience	<ul style="list-style-type: none"> • Maintaining a large database of community resources for Nebraska and Western Iowa (10,000+ records) • Managing large data cleanup projects and migrations • Ensuring resources information is useable for internal and external stakeholders
Academic Background and Degrees	Bachelor of Social Work, Dana College
Professional Certifications	-Certified Community Resource Specialist -Certified Community Resource Specialist – Database Curator (Alliance of Information and Referral Systems)
Describe your understanding of the AccessNebraska Process and how that relates to the work of 211	AccessNebraska is the portal in which individuals and families needing support can apply for assistance from DHHS. Many of those same individuals and families can benefit from additional community resources, which they can learn about by connecting with 211.

Provide 3 References: Name Address Phone No.	Jamesena Moore 1703 Brenda Dr, Bellevue, NE 68005 (402) 981-7502 Kathy Sheridan, Michigan 211 330 Marshall Street, Suite 211, Lansing, MI 48912 Kathy.Sheridan@mi211.org Mike Lightbody, Iowa Compass University of Iowa Health Care, Iowa City, IA (319) 353-8778
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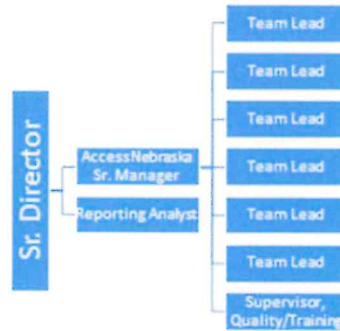
Name	Fratina McCraney
Job Title	Program Manager, 211
Years at UWM	13 years, 4 months
Relevant Experience	I specialize in Information and Referral, I provide all training and do Quality Assurance for 211. I have background in database and management.
Academic Background and Degrees	Associates in Liberal Arts, Bachelors in Multidisciplinary Studies
Professional Certifications	CRS Certified Resource Specialist
Describe your understanding of the AccessNebraska Process and how that relates to the work of 211	At 211 we connect people in need to resources that can help. With the Access Nebraska process we will essentially be providing the same type of service so that people receive the assistance they need, get signed up for eligible services and that the information they receive is accurate and helpful.
Provide 3 References: Name Address Phone No.	Brittany Miller (402) 312-9430 Ronicka Johnson (402) 708-4464 Bridget West (402) 957-0028

Name	Myria Ming
Job Title	Senior Manager, 211 Call Center
Years at UWM	1 Month
Relevant Experience	30+ years Customer Service in a call center environment. People Leader for last 6 years
Academic Background and Degrees	University of Nebraska at Omaha Bachelor of Science - BS, Management Information Systems 2015 - 2018 Bellevue University Master of Business Administration - MBA, Accounting and Marketing 2008 Bellevue University Bachelor of Science - BS, Business Information Systems 2004 Metropolitan Community College

	Associate of Science - AS, Accounting 2001
Professional Certifications	Lean Six Sigma White Belt certified. Currently pursuing Yellow Belt certification
Describe your understanding of the AccessNebraska Process and how that relates to the work of 211	The primary role of AccessNebraska is to make sure clients are supported in an accurate and efficient manner via inbound calls, outreach (calls), and by mail for various program offered by or through the state. 211 also works with our communities most vulnerable callers and supports them via phone, chat, text, and email by providing information and referral to local resources for assistance.
Provide 3 References: Name Address Phone No.	Jennifer Fischer - (402) 680-2643 Jeremy Winchern - (402) 515-1020 Christopher Mertz - (402) 347-0288

Name	Megan James
Job Title	IT Manager
Years at UWM	3
Relevant Experience	Software Architect experienced in designing, developing, implementing, and supporting software and reporting solutions. Skills include Project Management, Power BI, Microsoft SQL, and Microsoft Azure.
Academic Background and Degrees	Master of Science in MIS Bachelor of Science in MIS with minor in Business Administration
Professional Certifications	System Design and Analysis Graduate Certificate Project Management Graduate Certificate Systems Development Undergraduate Certificate
Describe your understanding of the AccessNebraska Process and how that relates to the work of 211	Much like my other work in supporting 211, my responsibility for the AccessNebraska project is to automate required reporting so that it is accurate and timely, then train the Reporting Analyst who will be responsible for reviewing and delivering the work as required. I will also oversee all technical considerations for the project, including staff equipment ordering and set-up, security control assessments and penetration testing ran annually by a third-party, multi-factor authentication, software, etc.
Provide 3 References: Name Address Phone No.	Provided upon request.

Once the NE211 Contact Center begins to take ACCESSNebraska calls and is fully operational with the expected call volumes in Tier II, the organization chart looks like the following:



Steve Rippe is the Sr. Director here, reporting into COO Pam Schwalb. He will spend 20% of his time dedicated to this project. The Sr. Manager will be 100% dedicated to the project and live every aspect of it all day, every day. We plan to utilize 10% of the Reporting Analyst’s time to review and send the required reporting to DHHS.

We plan for Team Leads to also work the phones. There will be on average 15 Community Resource Specialists on each team. No less than ten percent of Leads and CRS’ will be able to read, speak, and understand Spanish and English.

The Quality and Training Supervisor is dedicated to this project. S/he will handle all training, and participate with the Leads in listening to calls to recommend additional training needed.

Below is outline of the roles and responsibilities for each:

Sr. Director (20% dedicated)

- Direct the work of the Manager, Quality/Training Manager, and Reporting Analyst as it relates to AccessNebraska.
- Analyze reports and metrics to determine success of center and make adjustments for improvement
- Provide coaching and mentorship to leadership to drive production and morale
- Identify efficiencies to improve KPI’s
- Monitor attrition and make staffing decisions to meet required targets
- Fills in for Manager when that person is away

Sr. Manager (100% dedicated)

- Directs the work of the Supervisors.
- Own and fully understand Program
- Creates and Maintains staff work schedules in inContact
- Email (?) Point of Contact for the State regarding program
- Partner with Reporting Specialist to identify trend reporting and performance reporting to ensure we are hitting all key metrics
- Fills in for Supervisor when someone is out

Team Lead (6 FTE 100% dedicated)

- Directs the work of Specialists, who are on the phones or providing back office support. 15:1 ratio
- Provide coaching and feedback to their team members to drive success
- Meet with team members on a regular basis to review performance and identify opportunities
- Complete quality reviews on team members. 1 review per agent per week.
- Answer program related questions from staff
- Fills in for Specialists and back-office personnel in the event of a surge in calls and absences

Reporting Analyst (10% dedicated)

- Provide required reporting to the state
- Partner with Sr Director to identify reports necessary for the success of the group

Quality/Training Supervisor (100% dedicated)

- Become the SME through Train the Trainer and research
- Train staff – New Hire and ongoing training
- Determine training through trends in quality reporting to improve deficiencies
- Attend and actively participate in State calibration sessions.
- Complete at least one Call review per agent per month utilizing the approved call review form

j. SUBCONTRACTORS

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

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

UWM does not intend to use subcontractors

2.SOLUTION APPROACH

1. Understanding of the Project Requirements

Project Description

Founded in 1923, United Way of the Midlands (UWM) unites our community’s caring spirit to build a stronger tomorrow. We remove barriers for underserved populations, ensuring the path to opportunity is open and accessible so that everyone in our community can prosper and reach their full potential. By addressing social and economic disparities within our community, we work to create equitable access to the building blocks of a good life.

Nebraska 211 (formerly known as First Call for Help) and operated by United Way of the Midlands has served Nebraskans for over 40 years. The Contact Center is known throughout the state for providing information and referral assistance to callers to meet many basic needs including food, transportation, shelter and utilities. NE211 has a history of assisting Nebraskans in making applications for local, state and federal assistance programs such as Emergency Rental Assistance, SNAP and Medicaid. NE211 delivers direct customized supports to underserved populations in a convenient manner via numerous channels. Assistance is accessible via telephone, text, chat, email and website. NE211 has earned accreditation through the Alliance of Information and Referral Systems (AIRS), a national accrediting body for Information and Referral systems. NE211 is a 24 hour/7 day a week live operational Contact Center.

Our proposal is to leverage NE211’s experienced leadership, program management and call center knowledge and experience, along with contact center technology to develop, implement and provide customer service as a Support Call Center to the ACCESSNebraska Program. NE211 is able to provide all work requested in the Scope of Work described in the RFP, including: Inbound Work, Outreach Services and Back-Office Processing for all Tier levels for ACCESSNebraska. Implementation will be done incrementally with staffing to meet Tier 1 levels trained and available

starting at Go Live. The plan is to be ready for Go Live in mid-April 2023 starting with Inbound Services, and soon after staff up to Tier 2 levels.

NE211 is able to meet all the business requirements for the ACCESSNebraska Support Call Center. Many of the business requirements are currently part of NE211's call center operations. NE211 will partner with ACCESSNebraska to ensure Nebraskans receive seamless customer service. NE211 will ensure smooth business operations by NE211 Management being available and accessible to communicate and assist throughout each business day via email and phone.

Customer services provided will assist ACCESSNebraska in providing eligibility operations for the following programs: Medicaid, Supplemental Nutrition Assistance Program (SNAP), Aid to Dependent Children (ADC), Aid to Aged Blind and Disabled Program (AABD), Low Income Home Energy Assistance Program (LIHEAP), State Disability Program, Child Care Subsidy, Refugee Resettlement Program and Social Services for the Aged and Disabled (SSAD). Through current delivery of NE211 Information and Referral Services working with vulnerable populations for many years, NE211 understands that Medicaid and the Economic Assistance Programs operate with eligibility requirements and frequently give referral information for the ACCESSNebraska programs. NE211 assists Nebraskans by providing a program description, eligibility requirements, information on the application process and how to apply for the programs. If needed, NE211 also goes the next step and connects the caller to ACCESSNebraska.

NE211 has experience partnering with DHHS and other state agencies on the service delivery of Federal and State Programs. NE211 currently collaborates with the State Unit on Aging to provide the Aging and Disabled Resource Center (ADRC) with a resource directory and website; and provides call center and website services for the Healthy Mothers Healthy Babies program within DHHS. In addition, NE211 is involved in improving quality of life for all Nebraskans by addressing social determinants of health. NE211 partners with CyncHealth and Unite Us on the Unite Nebraska system. Through this partnership NE211 acts as the Coordination Center for Unite Nebraska. As the Coordination Center, NE211 provides linkage between health care organizations and community-based organizations to address patient needs such as housing, utility assistance, transportation, employment and access to resources for children, disabled and elderly populations. NE211 also partners with Omaha Public Power District (OPPD) the Metropolitan Utility District (MUD) and Nebraska Public Power District (NPPD) to assist those in danger of utility shut off and disconnects through Dollar Energy and other Programs, as well as through referrals to Low Income Home Energy Assistance Program (LIHEAP).

The call center is located at 2201 Farnam Street in Omaha, Nebraska. We lease our space from the Omaha Branch of the Federal Reserve Bank Building. As a Federal Building, access is tightly controlled via law enforcement professionals, including access via a key card, and screening of individuals and their bags. The Support Call Center within this space has its own enclosed and secure area not accessible by the public. NE211 understands the importance of confidentiality and following policy, procedure and regulations around protecting Personal Identifying Information (PII), Personal Health Information (PHI) and HIPAA in all ACCESSNebraska support transactions.

The Support Call Center will utilize an 800 number to receive calls from ACCESSNebraska. NE211 utilizes an ACD as part of its contract with Nice InContact for telephony services to route calls to assigned skill groups. Call information is entered into our iCarol Customer Relationship Management (CRM) system. All calls (inbound and outbound) will be recorded with the records sent to the state.

The Support Call Center will be staffed incrementally with enough Customer Service Representatives (CSR's) trained to meet Tier 1 levels at Go Live. At least 10% of the CSR's and Leads will be bi-lingual English/Spanish with the ability to speak, read and write in both languages. CSR's will be on-boarded and receive training before beginning work in the Support Call Center. The training will include: ACCESSNebraska training, phone system training, confidentiality and security training and customer service training.

In order to assure a high level of excellent customer service, Team Leads will be available to assist and monitor calls and task completion. Quality Assurance will be completed on a minimum of five (5) calls per Customer Service Representative. Training and feedback will be provided to staff when issues are identified.

Reporting is important to make sure operations are working as designed. Reporting also assures accountability for the work completed. NE211 will automate for accuracy and timeliness, and submit all requested reports by the time frames specified at the prescribed intervals daily, weekly, monthly as well as on an ad hoc basis.

NE211 will implement and follow all DHHS policies and procedures as a part of administering the ACCESSNebraska Support Call Center Contract. NE211 is committed to providing outstanding customer service in partnership with ACCESSNebraska as a Support Call Center.

Operations Environment

The NE211 office is located at 2201 Farnam Street, Omaha, Nebraska. The building is owned by the Omaha Branch of the Federal Reserve Bank. As a federal building, there is 24-hour on-site security. All building entrants go through a security screening before entering the building. Keycards are utilized by staff to enter the parking and to navigate to the appropriate office. Building security is notified of guests coming to the office for meetings.

NE211 is a 24/7 call center operation supported by United Way of the Midlands. The office space is shared with United Way of the Midlands. The NE211 call center is located at the back of the building, in its own room with doors separating the call center from the other work areas including meeting rooms, break room, restrooms, and United Way of Midlands Offices. The call center has offices for management and cubicle space for staff. The call center has large monitors to display call data such as calls in queue and longest wait time for each skill set. Supervisors are located in the cubicle space to support the CSR’s. Printers are located in a separate room. Each cubicle is equipped with desktop or laptop with docking station, two monitors, telephone and headset.

In order to accommodate the twenty-four (24) hour, seven (7) day a week operation, some shifts are completed remotely. In addition, NE211 utilizes a hybrid work schedule where the day staff work remotely one day a week as an employee satisfaction and retention practice. A laptop and headset are provided to work remotely. Staff must have internet connection in order to log into the computer and phone system and UWM provides a stipend to cover this expense.

NE211 utilizes a multifactor authentication process to log into the system and program applications. Each desktop/laptop is loaded with inContact telephony software, iCarol Customer Relationship Mangement (CRM), Microsoft Outlook, Teams, Word, Excel and PowerPoint. SharePoint is utilized for sharing of documents. All desktops/laptops are connected to the United Way of Midlands/NE211 network, and are maintained and monitored by IT staff for security and workability.

NE211 offers a confidential safe environment for callers to obtain information and referral services. Staff members sign a ‘Confidentiality Agreement’ in order to work in the call center. Extra attention is paid to safeguarding and securing Personal Identifying Information (PII) and Personal Health Information (PHI). All HIPAA policies and procedures are followed, resulting in HIPAA compliance. Personal health information is not stored on the United Way of Midlands/NE211 network or data bases. Each staff member is trained on data security and data privacy policies. Below is our Confidentiality Process and Procedure, excerpted from the employee manual.

NE211 Confidentiality Process and Procedure	
1. PURPOSE	To set clear guidelines as to the type of information that must be kept restricted, the chain of command for revealing private information, and information that may or must be revealed to authorities.
2. SCOPE	<ul style="list-style-type: none"> A. This policy applies to: <ul style="list-style-type: none"> a. Applicants for employment b. All persons employed by United Way of the Midlands <ul style="list-style-type: none"> i. Including regular, temporary, and contractual employees ii. Regardless of the source of the employee’s compensation
3. SPECIFIC PROCEDURE	Employee responsibilities, with respect to maintaining the confidentiality of the data and information, include, but are not limited to:

- (1) An employee shall not during, or at any time following employment, use, permit to be used, misuse, or divulge to individuals who are not authorized to receive any confidential data and/or information obtained during the course of employment.
- (2) An employee shall not intentionally access, attempt to access, reproduce, or disclose any confidential data and/or information, whether in paper or electronic form, unless it is necessary for the performance of the employee's duties.
- (3) If an employee mishandles, improperly divulges, or improperly acquires confidential information, the employee will immediately inform his or her manager.
- (4) The United Way of the Midlands shall, at all times, be considered the owner of all notes, data, data bases and applications, computations, and estimates or other such information, recordings, videos, work-related emails, and documents, or other work product obtained or created during the performance of the employee's duties, and of any memoranda, reports or other work product resulting therefrom; and an employee will not use or share any of these materials or information during or after employment with the United Way of the Midlands except as necessary to perform his or her duties or as expressly allowed by the United Way of the Midlands..
- (5) Upon the termination of employment, an employee will return to the employee's manager all work product and confidential documents which the employee created or to which the employee had access during his or her employment, including but not limited to, reports, and manuals. The employee will not allow any third party to examine or make copies of the employee's work product or confidential documents.
- (6) Upon termination of employment, the employee will return, to the employee's manager, any electronic device belonging to the United Way of the Midlands that stores confidential information created or accessed as a result of the employee's relationship with the United Way of the Midlands; the employee will not attempt to access that device or disseminate any related data or information stored within it; and the employee will destroy all related information that he or she stored on personal devices during the period of employment.
- (7) When in doubt as to whether data and/or information is confidential or legally privileged, an employee shall consult with management before disseminating the data and/or information.
- (8) All information regarding clients of 2-1-1 is strictly confidential, and the information received from any client shall not be communicated to others unless:
 - Release of information is required by law (e.g., Child abuse reporting);
 - Careful consideration indicates the presence or risk of serious harm to the inquirer or another person, and then communication may be only to those who must be informed in order to reduce the harm or risk; or the inquirer has given explicit permission, verbally or written, for the information to be disclosed to another person or agency. Verbal permission shall be confirmed by the call recording number in addition to the thorough documenting of the call in the iCarol system.

NE211 currently handles the following "skill types"/programs:

- 211 Information and Referral for Nebraska
- 211 Information and Referral for Iowa (Western Iowa and Eastern Iowa 24/7 and Central Iowa nights and weekends)
- Unite Nebraska Coordination Center
- Help Me Grow Nebraska
- Iowa State Contracts—Family, Teen
- Concern Line
- Goodfellows
- Tax Appointments
- City of Omaha Emergency Rental Assistance Program Phase I

CRSs are assigned a specific scope of work for each shift. Cross training is done as staff become experienced to assist in handling high volume times. InContact Workforce Management software is utilized to forecast, schedule, and make adjustments during the day for each scope of work.

NE211 receives calls in many different languages, Spanish is spoken most frequently by callers. NE211 has staff bilingual in Spanish in the call center. A Language Line is contracted for interpretation services for other languages, or if a Spanish-speaking Specialist isn't available. Our service includes interpretation for over 240 languages, including Karen, Arabic, Somali, French, Korean, Vietnamese, Russian, and Burmese.

NE211 provides a high level of customer service. Callers are provided with referral options when available to meet the need. Our goal is to give three contacts to meet each need if available. Referral information is also provided via text or email as well as part of the phone call based on caller preference.

All calls are recorded. NE211 has a Quality Assurance review system in place to assess customer service and provide CRSs with feedback and coaching.

NE211 has a 'Disaster Recovery Plan' in place to cover external emergencies, including the necessity to conduct call center work remotely. In times of disaster, NE211 is relied upon by law enforcement, FEMA, NEMA and others to take reports and provide information to the affected areas.

ACCESSNebraska Support Call Center

NE211 will operate the ACCESSNebraska Support Call Center utilizing an in-office model similar to NE211's current operations. It is likely that additional office space will be procured to fulfill the contract requirements and maintain in-office operations. The office space will utilize secure entry via key cards. The space will have separate door from other staff. Meeting rooms, break rooms and restrooms will not be located in the call center area. The call center will utilize cubicle set up with call information displayed on wall monitors.

Each staff member will be provided with a laptop, docking station, two (2) monitors, keyboard, mouse and headset. This allows for the flexibility to work in-office or remote. The laptop requires multifactor authentication and will be programmed with Microsoft Outlook, Teams, Word, Excel and PowerPoint. SharePoint will be utilized for document sharing and storage. A shortcut will be programmed for efficient access to the cloud-based services, inContact and iCarol (CRM) and the ACCESSNebraska web site, DHHS N-FOCUS and other DHHS systems provided. All computers will be connected to the United Way of Midlands/NE211 network.

While the plan is for ACCESSNebraska Support Call Center work to be performed on site, there could be times when remote work will be utilized and UWM is prepared for this eventuality. As mentioned above, staff has the equipment necessary to perform the work effectively and efficiently regardless of location. As an internet connection is required to sign on to the phone and CRM systems, a stipend is provided as part of compensation. Staff working remotely agree to and sign the 'NE211 Remote Work Agreement'. It contains information about working in a quiet place with no distractions, safe guarding information and protecting confidentiality, maintaining the equipment and having an internet connection. The agreement has provisions for providing communication when a system issue such as an outage occurs. NE211 currently supports remote access technologies as defined by DHHS (virtual desktop infrastructure and multi-factor authentication).

NE211 understands that the work performed in support of ACCESSNebraska will be performed in a confidential safe environment. All staff members are required to sign a 'Confidentiality Agreement' in order to work in the call center. In addition to confidentiality, information will be protected and safeguarded. This includes Personal Identifying Information (PII) and Personal Health Information (PHI). All HIPAA policies and procedures will be followed as we work to remain HIPAA compliant. NE211 takes extra steps not to store personal health information on the United Way of Midlands/NE211 network or data bases. Each staff member is trained on data security and data privacy policies annually.

All inbound and outbound calls will be recorded. The recordings will be utilized in the Quality Assurance process. The recordings will be sent to DHHS for storage in the agreed to format at the prescribed time.

Scope of Work

The Support Call Center work will be divided into three groups: Inbound, Outreach and Back-Office. However, each group will be cross-trained on the responsibilities of the other groups to ensure continuity and provide back-up, if needed.

Inbound Work

The support call center will receive calls routed from ACCESSNebraska. NE211 will provide an 800 number for the routing of calls. The calls will be delivered on state business days from 8:00 AM through 6:00 PM Central time, Monday through Friday, with the exception of State holidays defined in state law. The calls will be divided into English and Spanish and potentially other skills based on task. NE211 will provide both English and Spanish language

interpretation services. Spanish speaking CRS's will be available during all business hours. In order to assure staffing for interpretation, at least 10% (ten percent) of CRS's and Leads will be fluent reading, writing, and speaking Spanish and English. A Language Line will be utilized to provide services to other languages.

NE211 will meet the following standards of performance.

- All calls will be answered by a Community Resource Specialist (CRS).
- Calls will be answered within a maximum Average Speed of Answer (ASA) of five (5) minutes.
- At least 90% of calls will be resolved using First Call Resolution.
- We will ensure that no more than 10% of calls terminate by the caller without resolution.

Inbound calls will have one of three purposes:

1. To obtain status information
2. To report a change in circumstance
3. To apply for assistance.

CRS's will enter information regarding the call as appropriate, either utilizing the ACCESSNebraska web application located at www.accessnebraska.ne.gov, DHHS N-FOCUS application, or other DHHS systems that may be made available. All information and data received or created by the CRS's in providing services under this ACCESSNebraska support call center contract will only be entered into the ACCESSNebraska.ne.gov website, iCarol (NE211's CRM) or other systems that may be made available by DHHS. NE211 will follow all procedures to obtain Voice Signature. All calls will be recorded and the records will be submitted to ACCESSNebraska in the suggested format at the agreed upon intervals. Copies of applications and change reports will be sent to the caller each business day. NE211 will centralize printing and mailing to assure efficient processing and secure handling of the applications and change reports.

Inbound Work Tasks

Task	Description	Qualifications
Answer Inbound calls	Provide customer service to callers. The average speed of answer will be less than 5 minutes.	NE211 is a 24/7 Information and Referral Service that receives Inbound calls and provides customer service today.
Provide Status Information	Provide callers with update on program information. This could be applications in process or denied and programs in active or closed status. Research database for caller information.	This is done today as a contract call center in support of City of Omaha's Emergency Rental Assistance Program. This work includes giving status updates on applications.
Assist with change in circumstance reporting	ACCESSNebraska website is used to complete a change report form. Gather information about change from caller.	The following contracts include this type of work: City of Omaha MACCH Emergency Rental Assistance Program, Dollar Energy, Lyft Ride, Goodfellows
Assist with Applications	ACCESSNebraska website is utilized to complete application for programs. Caller information is entered on the form. A voice signature is utilized. Mail copy of information submitted to caller.	Assisted clients in applying for City of Omaha MACCH Emergency Rental Assistance, Dollar Energy, OPPD and NPPD Energy Assistance Programs, Goodfellows, Lyft Rides

Outreach Services

The Support Call Center will provide outbound calling and processing services to assist in the completion of applications. Outreach services will be provided on all State business days and during business hours of 8:00 AM to

6:00 PM. Outreach Services' purpose is to support ACCESSNebraska in the processing of applications. Outreach tasks include scheduling of appointments and processing of returned mail.

Outbound calling is completed using the call center phone system. InContact will track the calls made, talk time and handle time. Outbound calling will be recorded. All information and data received or created by the CRS's in providing services under this ACCESSNebraska support call center contract will only be entered into the ACCESSNebraska.ne.gov website, iCarol (NE211's CRM) or other systems that may be made available by DHHS. NE211 will provide Outreach Services in Spanish when necessary, and utilize the Language Line to support outbound calling in other languages.

Outreach Services Tasks

Task	Description	Qualifications
Outbound call to clients	Provide customer service by making outbound call to clients.	Help Me Grow and Unite Nebraska Programs utilize outbound calling to follow up with clients on referrals, information and assistance given.
Schedule interview to assist with application processing	Contact client and set up interview appointment. Utilize scheduling tool to track appointments and availability of appointments.	NE211 provides scheduling assistance to Volunteer Income Tax Assistance Programs in Nebraska and Iowa.
Process Return Mail	Contact client via phone to obtain address. Utilize mail software program and tools to locate client. Update information on data system. Mail documents to client.	United Way of Midlands processes returned mail.

Back-Office Processing

NE211 will provide Back-Office Processing services to support ACCESSNebraska. These services will be available on all State business days and hours. An example of this service is handling returned mail. This work includes data entry, data look up, document indexing and document imaging. Back-office processing will be available on all state business days. Back-Office processing work will be assigned through ACCESSNebraska web-based system, lists or other electronic means. Back-office processing work will be completed by CRS's and **entered into the ACCESSNebraska.ne.gov website, iCarol (NE211's CRM) or other systems that may be made available by DHHS.**

Back-Office Processing Tasks

Task	Description	Qualifications
Data entry	Enter data into prescribed location.	NE211 enters data on the general Information and Referral calls, Unite Nebraska, Help Me Grow, City of Omaha MACCH Emergency Rental Assistance, and Dollar Energy.
Data look up	Search for data in prescribed database.	NE211 looks up data in the following programs: Goodfellows, Dollar Energy, City of Omaha MACCH Emergency Rental Assistance and 211 Information and Referral Services.
Document indexing	Placing imaged documents into the document management system.	NE211 handles documents for Goodfellows, Dollar Energy, City of Omaha MACCH Emergency Rental Assistance.

Document imaging	The process of changing a document to a digital form.	NE211 obtains documents from clients electronically or scans a paper document. The following programs: Goodfellows, Dollar Energy, City of Omaha MACCH Emergency Rental Assistance and Help Me Grow.
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Printing

NE 211 will mail customers a paper copy of the requested changes and/or applications, if applicable. All printing work will be completed by the work being sent to centralized printer(s). CRS's will be assigned to the task of printing and mailing. The printers will be located in a private office space with limited access via access card. NE 211 will only print personal client information when necessary.

Communication

Communication is a critical element for successful daily operations. NE211 Management will establish an email address to be utilized for communication and sending of materials. This address will be monitored by management. In addition, contact phone numbers will be given to provide management access via telephone. NE211 also can meet via Zoom or Microsoft Teams to discuss issues.

NE211 will be available daily to meet with the Contract Manager to discuss contract performance.

Staffing

NE211 will hire staff necessary to meet the volumes requested for Inbound Calls, Outreach Services and Back-Office Processing. Hiring events will be held to assist in finding the staff. The hiring process includes: resume, interview and background check. NE211 is responsible for all oversight and management of staff including hiring, training, onboarding, scheduling, tracking time sheets and performing payroll.

Each CRS will be assigned to a Team. Each Team will have a Lead who will assist with questions, monitor call/task activity, provide coaching and conduct quality assurance reviews. The Team Leads will report to a Senior Manager. The Senior Manager will be responsible for the day-to-day operations and be the main contact point for daily operations with ACCESSNebraska. The Senior Manager will report to the 211 Senior Director, Steve Rippe. The 211 Senior Director will oversee the ACCESSNebraska Support Call Center operations with responsibility to work with the Senior Manager on workforce planning, performance issues, reporting, training and quality assurance. The 211 Senior Director reports to Chief Operations Officer, Dr. Pam Schwalb. Pam will oversee the ACCESSNebraska Support Call Center Contract and is ultimately responsible for all work in the 211 Call Center.

CRS hiring will be ongoing until full capacity as required by volume of work is reached. The hiring process is flexible and can stop and start as needed. The hiring process from application, interview, and background check can take three (3) to (7) days. Onboarding and training is anticipated to take 10 days.

Training

NE211 will begin the onboarding process upon hiring. CRS's will have ten (10) days of training before beginning work supporting ACCESSNebraska. The training will include:

- ACCESSNebraska training
- Customer service training
- Phone and computer system training
- Process and standard operating procedures training
- Data security training
- Information and training on confidentiality, Protected Identity Information (PII), Protected Health Information (PHI) and Health Information Portability Accountability Act (HIPAA)

The training will be offered in groups or one-on-one depending on the staffing need, and provided by the dedicated Training and QA Coordinator. As a part of training, CRS's will be able to observe, listen and practice calls. Team Leads will work with CRS's taking their first calls and offer encouragement and feedback.

In order to obtain the ACCESSNebraska training, NE211 trainer(s) will attend training sessions offered by the State. NE211 will follow all DHHS procedures provided through training, using a "Train the Trainer" method, initially during the contract startup of the contract and as needed for any new processes amended into the contract.

Performance Management

CRS's will be assigned work type based on the volume predictions by the Senior Manager. They will be cross-trained to allow for most staff to work Inbound Calls during high volume times. The Manager will monitor queues during the day and adjust assignments as needed. Team Leads will work with each of their team members (planned ratio of 1:15) on productivity and working efficiently. Each team member will have expectations and goals around productivity. Team Leads will provide coaching and assistance to assure expectations are met. Incentives will be utilized for those meeting goals and exceeding expectation to support retention and provide role models for others. Performance Management will assist NE211 in meeting contract standards

InContact Workforce Management tool will be utilized to forecast call volumes and for scheduling purposes. NE211 will work with DHHS on forecasting, especially during the first few months.

Quality Assurance

Quality Assurance reviews are the best way to assure that good customer service is being delivered. Quality Assurance also verifies that staff is adhering to policies and procedures. NE211's Quality Assurance Program has three (3) components:

- Call/Contact Review
- Customer Satisfaction Calls
- Secret Shopper Calls

Call/Contact Review is a process of listening to the call and reviewing the documentation to assess the customer service provided. The review is scored, and the CRS receives feedback and coaching on issues found in the review. Staff who average 90% or higher during the month receive a W.A.V.E.S. (We Value Excellent Service) Award. This award comes with a small incentive gift card. Reviews will be conducted by the Team Leads, as well as the Training and Quality Coordinator.

Below is a copy of the current NE211 Information and Referral Review Form:

Quality Document

Opening

Answer with appropriate greeting (5)

Completed Assessment (10)

Human Skills

2.1 Demonstrated Active Listening (5)

2.2 Used appropriate tone, pace, volume and inflection (10)

2.3 Inspired Confidence and Trust (5)

2.4 Demonstrated Politeness and Courtesy (10)

2.5 Showed Empathy throughout the call (10)

2.6 Avoid slang, personal opinions, religious or political statements (5)

Issue Diagnosis

3.1 Establish dialogue and ask correct questions to determine client needs (10)

3.2 Demonstrate a willingness to help (10)

Resolution

4.1 Give context for referrals before providing (5)

4.2 Provided at least 3 (if available) resources and/or information that matches the client's need (10)

4.3 Provided appropriate level of detail on resource(s) offered (5)

4.4 Provided resources and/or information on all needs presented (5)

4.5 Notated iCarol with all necessary information (20)

Closing

5.1 Confirmed caller's understanding of resources provided (5)

5.2 Offered to email or text the resources provided and follow up call if applicable (5)

5.3 Confirmed with caller that all questions and needs have been answered (10)

5.4 Ended call on a positive tone (5)

NE211 utilizes inContact for the Quality Assurance system. The Quality Document is completed on the computer and scores are tracked.

Customer Satisfaction calls are made to random contacts from the previous month. The contact is asked if they were able to use the referral information given, to see if the need was met, ask about customer service and to see if they have any further questions or ways we can improve.

Secret Shopper Calls are made by a contractor who makes calls into NE211 for information and referral. The contractor provides independent feedback and recommendations.

NE211 will utilize the DHHS approved quality evaluation tool to evaluate specific interactions between staff and clients. The QA review form will be programmed into inContact to store the reviews and scores. The reviews will be scored and CRS's will receive feedback and coaching on how to improve performance. NE211 will work with ACCESSNebraska on the form development. NE211 will maintain Quality Assurance (QA) accuracy at or above an agreed upon level using an agreed upon evaluation tool.

NE211 Team Leads and QA Coordinator will monitor at least five (5) calls from each agent per month. Quality scores for each agent will be made available for DHHS oversight staff. The Coordinator will meet with DHHS bi-weekly for calibration sessions. DHHS will select and send four (4) random contractor received calls to score at least 3 days prior to the calibration session. Sessions will consist of introducing each call and then sharing evaluation scores to see how evaluations can be completed more consistently.

Reporting

The NE211 Reporting Analyst will provide the following reports via email or file share:

1. Daily report with the following information: Number of calls offered and handled; Average Speed of Answer (ASA); Average Handle Time by queue and any additional phone metrics requested by DHHS. Report will be submitted by 9:30 for previous day.
2. Daily report with number of completed tasks in the following categories: Change Requests; Applications; Application Status; Denial Status Inquiries and any additional task metrics requested by DHHS. Report will be submitted by 9:30 for previous day.

3. Daily report for Outreach Services including: Number of outreach activities per hour per agent; average talk time for outbound call; most frequently asked questions/concerns; most frequently used resources; number of outreach actions completed per hour/day/week; number of voicemails left; number of repeat callers. Report will be submitted by 9:30 for previous day.
4. Ad hoc outreach statistic reports as requested by determined due date.
5. Daily report with quantity of calls or tasks completed for any other assigned types of work.
6. Weekly report of Quality Assurance monitoring metrics.
7. Weekly Calibration reporting.
8. Weekly summary records submitted by noon on Tuesday to DHHS Contract Manager

In order to assure the reports will be delivered by the requested time, the reports will be automated and gather the data from the appropriate system. The Report Analyst will work on the ACCESSNebraska Support Call Center Contract to make sure reports are reviewed, accurate and submitted on time.

2. Proposed Development Approach

Much thinking and planning has happened in order to provide a response to this RFP. Seven members of the NE211 managing team have met twice a week, working together for the past month to develop a plan to expand our current work and provide call center support services for ACCESSNebraska. We have reviewed current systems and their capabilities, discussed the best and most efficient way to bring on this kind of call volume including organization, hiring, training, technology, and call center space – leveraging what exists and adding only what is needed specific to this project. We have read and re-read the RFP, questions and answers, contract with existing provider, and referred to the ACCESSNebraska website for even more context.

We are very fortunate that Karen Heng has been working on special projects for 211 for nearly two years. Prior to coming to UWM/NE211, Karen worked for the State of Nebraska Health and Human Services for over 30 years, most recently as the Deputy Director, Eligibility Operations. She led the ACCESSNebraska Cross-Functional Leadership Team and was honored by Governor Ricketts in June 2018 with an ACCESSNebraska Day Proclamation. She has provided much context for the nature of the work in running a Customer Service Center and prepared us for what the work will look like. While she will not be part of this project long-term, she will be key in getting us ready during the Start-Up Phase. Karen will be the Project Manager during Start-Up, providing structure, responsibilities, due dates, and all of the items listed in the 'Deliverables' section of the RFP to get the Call Center ready. Dr. Pam Schwalb, Chief Operating Officer and 10-year veteran at UWM/NE211 will oversee the contract, budget and other administrative duties.

Should we be notified that we are a finalist, the existing managing team will jump into action to prepare for the work—even while the contract is being finalized. First order of business, after documenting the project plan (see below), will be to finalize job descriptions and get the Sr. Manager, Team Leads, and Training and Quality Coordinator hired. And right after is to evaluate current space capacity and plans to add additional work stations. We will hold two job fairs – one in the primarily Hispanic parts of town – to begin recruitment of the Specialists who will man the phones. We will devise a phased plan to begin to take calls in mid-April, and get to full capacity within 90 days after that.

Existing staff will work on documenting process and procedures specific to ACCESSNebraska, including training, workflows, QA, etc. We will work with our telephony and CRM systems to prepare for the increased volume and new processes. Equipment will be ordered and any other work requiring lead-time will be prioritized.

We do not envision any major challenges in preparing to provide call center support for ACCESSNebraska, as helping our local neighbors is what we do every day and every night – at their lowest points of life, and in emergencies and disasters. We have a proven modern, successful call center with the technology and leadership needed for this work. We are accredited – and have been re-accredited three more times – by independent experts reviewing all aspects of the work.

3. Technical Considerations

NE211 will supply all agents with necessary equipment including access to telephony software, customer relationship management software, telephony equipment, computer equipment and software, and all network infrastructure to provide the service. NE211 has a secure network that adheres to the DHHS and Nebraska Information Technology Commission (NITC) security standards and policies. Security control assessments and penetration tests are run

annually by a qualified third party. All CRSs are required to have password-protected devices with multi-factor authentication enabled. The required software, including telephony and CRM, are also password protected with additional security measures in place to protect all call center data.

Telephony

The NE211 contact center currently utilizes the Nice CXone contact center platform to manage client interactions. Nice CXone acts as a centralized hub for communications across all channels including inbound calls, outbound calls, emails, text, and chat. Nice CXone is highly customizable with the capability to personalize interactions through adding additional lines, setting up custom routing, and programming IVRs. The platform offers real time analytics allowing us to provide the necessary reporting and enforce quality control. Custom reports will be developed in Nice CXone and emailed to DHHS for all daily and weekly requirements. Since the platform is also cloud based, we are able to scale the number of agents and adjust our system in real time in the event of a surge.

NE211 utilizes the inContact custom dashboard which provides real time reporting to view calls in queue, wait time and number of available agents. NE211 will provide DHHS view only access to the real time reporting and dashboard to assist with call volume distribution. The real time reporting contains data from the automatic call distribution (ACD) system.

NE211 contracts for the inContact Workforce Management Tool to forecast work volumes and assist in CRS scheduling and work assignments. Management will consult with ACCESSNebraska on call volume predictions for use with this.

Customer Relationship Management

The NE211 contact center currently contracts with iCarol for Customer Relationship Management (CRM). The front-end web application of iCarol is customizable, allowing us to develop a custom form to enter and store all necessary program data in one centralized database. The iCarol platform is secure. Once a custom form is created, we are able to isolate the program's data and only grant access to those with approval. All information entered into iCarol is encrypted from the time the data is entered on a computer all the way to the hard drives on iCarol's servers.

NE211 will utilize iCarol to document the number and category of services provided. ICarol information will be made available to DHHS. NE211 will utilize iCarol (CRM) to track the following data for reporting:

For Inbound calls:

- Number of application calls
- Number of status requests
- Number of inquiries on applications in progress
- Number of inquiries that are denials

For Outbound calls:

- Number of Voicemails left
- Number of 2nd call attempts
- Number of successful 2nd calls completed

Call Recording

NE211 records all inbound and outbound calls. Call recording is part of the inContact package. The recordings are utilized for quality assurance work and to assist in resolving issues. NE211 will work with inContact to transfer the recordings to DHHS. NE211 agrees to use the naming format: [automatic number identification (ANI)] [Call Type] [@] [HH_MM AM (or PM)] [MM DD YY]. Audio files of the recorded calls will be sent to DHHS daily, via secure method approved by DHHS. Audio files shall be delivered to DHHS by 10:00AM on the next business day. Recorded calls shall be permanently deleted after successful transfer to DHHS. Call transfer validation process shall be established by the contractor with the review and approval by DHHS. NE211 will work with DHHS to establish a method to access the call recordings once transferred. Access will be needed to complete quality assurance work and to assist in resolving issues.

Data Storage and Security

NE211 will ensure that no information and data gathered in providing services under this contract is entered, stored, or maintained elsewhere, except as necessary to perform the work. Additionally, such information and data will only be used for the purposes identified in this contract and is the property of DHHS. NE211 will store and process information and data received or created by NE211 in providing services under this contract in a secure manner such that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means, and to ensure that only authorized persons will have access to such information and data.

NE211 will protect any Personal Health Information (PHI) and Personal Identifying Information (PII) in accordance with federal law, including 42 CFR Part 431 Subpart F, and Centers for Medicare and Medicaid Services (CMS) guidance using the National Institute of Standards and Technology (NIST 800-53) control framework. Adherence to the guidance will be evaluated by a qualified independent third party at NE211 expense, evaluation includes annual security controls assessment and a penetration test.

Upon contract termination, NE 211 will transfer or return all information and data obtained in providing services under this contract to DHHS and/or delete such data upon DHHS written request. The parties agree to negotiate in good faith, and mutually agree upon the format, timing, and manner for such transfer or return of information and data.

4. Detailed Project Work Plan

If selected, we will provide in great detail the 'Deliverables', as outlined in the RFP. To get a jump-start on it, below is the beginning of it. The chart identifies which member of the 211 Managing Team is assigned ownership for the sub-project, and in some cases, Tasks have begun to surface. The budget for start-up is also contemplated here. While the start dates are indicated as 'January 31, 2023', work on this plan would begin while the contract was being finalized, and completed by the official start date.

ACCESSNebraska Project Work Plan							Budget	Est Hours	Act. Hours	
Project Start		1/20/2023		Totals		\$ 529,644	680	0		
TASK	OWNER	PRIORITY	START	END	% COMPLETE	DONE	BUDGET	EST. HOURS	ACTUAL HOURS	NOTES
Start-up	Pam		1/31/2023	4/17/2023		<input checked="" type="radio"/>	\$ 18,949	200		
Start-Up Plan	Pam	HIGH				<input type="radio"/>				
Schedule	Pam	HIGH				<input type="radio"/>				
Gantt Chart	Pam	HIGH				<input type="radio"/>				
Milestones	Pam	HIGH				<input type="radio"/>				
Program Implementation	Karen	HIGH	1/31/2023			<input checked="" type="radio"/>	\$ 24,000	480		
	Karen					<input type="radio"/>				
	Karen					<input type="radio"/>				
	Karen					<input type="radio"/>				
	Karen					<input type="radio"/>				
Discovery Phase	Pam / Karen	HIGH	1/31/2023			<input checked="" type="radio"/>				
	Pam / Karen					<input type="radio"/>				
	Pam / Karen					<input type="radio"/>				
	Pam / Karen					<input type="radio"/>				
	Pam / Karen					<input type="radio"/>				

Work Space	Pam	HIGH	1/31/2023		<input type="radio"/>			
Furniture	Pam				<input type="radio"/>	50,000		
Supplies	Pam				<input type="radio"/>	1,880		
Leasehold Impr	Pam				<input type="radio"/>	50,000		
	Pam				<input type="radio"/>			
Hiring	Jodi / Steve	HIGH	1/31/2023		<input type="radio"/>	\$ 13,475		
	Jodi / Steve				<input type="radio"/>			
	Jodi / Steve				<input type="radio"/>			
	Jodi / Steve				<input type="radio"/>			
	Jodi / Steve				<input type="radio"/>			
Technology Set-up	Megan	HIGH	1/31/2023		<input type="radio"/>			
Order Computers	Megan				<input type="radio"/>	235,000		
Create Reports	Megan / Analyst				<input type="radio"/>	4,900		
	Megan				<input type="radio"/>			
	Megan				<input type="radio"/>			

CRM	Lindsay	HIGH	1/31/2023		<input type="radio"/>	\$ 2,000			
	Lindsay				<input type="radio"/>				
	Lindsay				<input type="radio"/>				
	Lindsay				<input type="radio"/>				
	Lindsay				<input type="radio"/>				
ACD/IVR	Steve	HIGH	1/31/2023		<input type="radio"/>	\$ 2,000			
	Steve				<input type="radio"/>				
	Steve				<input type="radio"/>				
	Steve				<input type="radio"/>				
	Steve				<input type="radio"/>				
eMail	Megan	HIGH	1/31/2023		<input type="radio"/>				
	Megan				<input type="radio"/>				
	Megan				<input type="radio"/>				
	Megan				<input type="radio"/>				
	Megan				<input type="radio"/>				
Quality Assurance	Fratina	HIGH	1/31/2023		<input type="radio"/>	\$ 6,000			
	Fratina				<input type="radio"/>				
	Fratina				<input type="radio"/>				
	Fratina				<input type="radio"/>				
	Fratina				<input type="radio"/>				
Initial Training Development	Fratina	HIGH	1/31/2023		<input type="radio"/>	\$ 3,000			
	Fratina				<input type="radio"/>				
	Fratina				<input type="radio"/>				
	Fratina				<input type="radio"/>				
	Fratina				<input type="radio"/>				

Training for Staff	Fratina	HIGH	1/31/2023		<input type="radio"/>	\$ 3,000			
	Fratina				<input type="radio"/>				
	Fratina				<input type="radio"/>				
	Fratina				<input type="radio"/>				
	Fratina				<input type="radio"/>				
Go-Live	Managing Team	HIGH	1/31/2023		<input type="radio"/>				
	Managing Team				<input type="radio"/>				
	Managing Team				<input type="radio"/>				
	Managing Team				<input type="radio"/>				
	Managing Team				<input type="radio"/>				
3rd-Party Attestation	Lindsay / Steve	HIGH	1/31/2023		<input type="radio"/>	\$ 2,000			
	Lindsay / Steve				<input type="radio"/>				
	Lindsay / Steve				<input type="radio"/>				
	Lindsay / Steve				<input type="radio"/>				
	Lindsay / Steve				<input type="radio"/>				
SOP Process Mapping	Steve	HIGH	1/20/2023		<input type="radio"/>	\$ 15,000			
	Steve				<input type="radio"/>				
	Steve				<input type="radio"/>				
	Steve				<input type="radio"/>				
	Steve				<input type="radio"/>				

5. Deliverables and Due Dates

United Way of the Midlands and NE211 understands the Deliverables as outlined in the RFP will need to be drafted and discussed with those in charge of ACCESSNebraska as part of Start-up (see the above beginning of a Work Plan with the Deliverables already included). We acknowledge the Dates and Times presented in Addendum One – Revised Schedule of Events, posted on November 2, 2022, including Contractor start date of January 31, 2023 and desired live date when the contractor call center begins taking calls to be around April 13, when the current contracts expire. As part of this, training for our staff will be a pass-through cost as outlined on Attachment 4, Cost Proposal Sheet; we will provide daily services and reports as specified in the RFP; charge per page for printing at the proposed pass-through cost as outlined on Attachment 4; and mail reimbursement at cost.

Attachments:

Attachment 1 – Form A

Attachment 2 – Form B

Attachment 3 - Required Bidder Responses

Attachment 4 – Cost Proposal Sheet

Attachment 5 – United Way of the Midlands Audit

ATTACHMENT 1

Form A Bidder Proposal Point of Contact Request for Proposal Number 113578 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 bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	United Way of the Midlands
Bidder Address:	2201 Farnam Street Suite 200, Omaha NE 68102
Contact Person & Title:	Dr. Pam Schwalb, Chief Operating Officer
E-mail Address:	pshwalb@uwmidlands.org
Telephone Number (Office):	402-522-7962
Telephone Number (Cellular):	402-990-7409
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	United Way of the Midlands
Bidder Address:	2201 Farnam Street Suite 200, Omaha NE 68102
Contact Person & Title:	Dr. Pam Schwalb
E-mail Address:	pshwalb@uwmidlands.org
Telephone Number (Office):	402-522-7962
Telephone Number (Cellular):	402-990-7409
Fax Number:	

FORM B


REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees

BIDDER MUST COMPLETE THE FOLLOWING

compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder 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:	United Way of the Midlands
COMPLETE ADDRESS:	2201 Farnam Street Suite 200, Omaha NE 68102
TELEPHONE NUMBER:	402-342-8232
FAX NUMBER:	
DATE:	12/05/2022
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Dr. Pam Schwalb, Chief Operating Officer

ATTACHMENT 3

REQUIRED BIDDER RESPONSES

1.	<p>Describe your understanding of the business requirements, including reporting requirements. Describe your approach of how you will accomplish the business and reporting requirements.</p> <p><u>Bidder's Response:</u> The Nebraska 211 Contact Center has been serving the most vulnerable populations in the state for over 40 years. We maintain the most comprehensive curated database of social services agencies, programs, and locations containing nearly 12,000 records.</p> <p>NE211 has had over 325,000 contacts in the past year, with over 3,500 referrals to various departments within DHHS. We understand the people in need of economic assistance, and provide caring and empathetic assistance to all we connect with. We have assisted individuals with rental and utility applications, fielding nearly 69,000 calls so far this year, through November. We utilize an Erlang calculator – one of the most useful workforce management tools in a call center's toolkit—to assist in determining the number of staff needed by day and by hour. It is a mathematical calculation that determines the number of staff needed for a given number of calls to meet a given service level.</p> <p>Assisting as a Contractor with Access Nebraska is a natural expansion of the work we do. Utilizing our existing ACD system, our staff of trained Community Resource Specialists will answer inbound calls, assess caller needs, and assist as appropriate. We will make outbound calls as requested and otherwise perform customer outreach activities including assistance in application completion, scheduling appointments for interviews and processing returned mail. We will have a dedicated staff to provide back-office processing services including data entry, data look-up, document indexing, document scanning, etc. We have automated reporting tools to track the status of service requests processing and assistance in the completion of change requests and applications.</p> <p>Side note: we assisted with the iServe installation by testing the portal, and inviting some of the clients we serve to also test it and provide feedback.</p>
2.	<p>Describe your site security and how you will maintain security for remote workers. Both physical and technology security.</p> <p><u>Bidder's Response:</u> Both the Nice InContact phone system and iCarol database that UWM contracts for to run its call center are cloud-based systems. Both vendors will attest to protecting PHI and PII in accordance with federal law, including 42 CFR Part 431 Subpart F, and the CMS guidance using the NIST 800-53 control framework. In addition, we contract with Marco as a qualified independent third party on an annual basis to evaluate annual security controls and a penetration test.</p> <p>Our plan is to have the dedicated Access Nebraska staff work in our offices. The call center is secured within the office, which requires badge access. The call center is completely enclosed with its own doors. However, every 211 staff member is provided with a laptop, two monitors, keyboard and mouse – as well as an internet stipend – to work from home in the event of a disaster or inability to come into the office. All computers provided require duo factor authentication.</p>
3.	<p>Describe your language capabilities, including the percentage of call center staff who are bilingual in English and Spanish, and any other languages available. Describe how you will ensure that call center staff are able to communicate with individuals in multiple languages.</p> <p><u>Bidder's Response:</u> The dedicated Access Nebraska staff will include no fewer than 10% bilingual, English/Spanish speaking staff, as well as at least one Lead. In addition, we currently contract for a language line that provides translation services for over 240 languages, including Karen, Arabic, Somali, French, Korean, Vietnamese, Russian, and Burmese. We used these services over 600 times in the past year to serve Nebraskans.</p>

4.	<p>Describe your experience handling Personal Protected Information (PPI) and Health Insurance Portability and Accountability Act (HIPAA) information, including any HIPAA training that employees have previously received. If you are a covered entity under HIPAA, please provide the number of breach notifications you reported to Office of Civil Rights in the last 3 years. If you are a business associate under HIPAA, please provide the number of security incidents which required notifications to Office of Civil Rights for any covered entities for which you are a business associate in the last three (3) years.</p> <p>Bidder's Response: NE211 understands that the work performed in support of ACCESSNebraska will be performed in a confidential safe environment. Staff members sign a 'Confidentiality Agreement' in order to work in the call center. In addition to confidentiality, some types of information will be protected and safeguarded. This includes Personal Identifying Information (PII) and Personal Health Information (PHI). All HIPAA policies and procedures will be followed. NE211 is HIPAA compliant. NE211 takes extra steps not to store personal health information on the United Way of Midlands/NE211 network or data bases. Each staff member is trained on data security and data privacy policies annually.</p> <p>We currently partner in two Social Determinant of Health Networks, Unite Nebraska and Help Me Grow where referrals are made from health care organizations to social service agencies. As part of this, staff potentially handles PPI and HIPAA. We have had zero breach notifications and zero security incidents reported.</p>
5.	<p>Describe how you will securely print and mail documents.</p> <p>Bidder's Response: The print and mail equipment will be located within the Call Center and be used only for Access Nebraska purposes.</p>
6.	<p>Describe how you will ensure that any data resulting from services provided is properly secured according to the requirements in this RFP and is not used, accessed, or disseminated by any method or for any reason not authorized by DHHS.</p> <p>Bidder's Response: The work performed by NE211 in support of ACCESSNebraska will be performed in a confidential safe environment. Staff members sign a 'Confidentiality Agreement' in order to work in the call center. In addition to confidentiality, some types of information will be protected and safeguarded. This includes Personal Identifying Information (PII) and Personal Health Information (PHI). All HIPAA policies and procedures will be followed. NE211 is HIPAA compliant. NE211 takes extra steps not to store personal health information on the United Way of Midlands/NE211 network or data bases. Each staff member is trained on data security and data privacy policies annually.</p>
7.	<p>Describe your ability to meet the facility requirements for the printing functions?</p> <p>Bidder's Response: NE211 will only print personal client information when necessary, and only in the private space of the call center that is distinctly separate from any publicly accessible area by a wall or other suitable barrier. The doors accessing this private space will be secured by a locking mechanism.</p>
8.	<p>Describe your approach to workforce planning, including the speed, agility, and flexibility necessary to match your workforce to the fluctuating demand of this contract. Response should include a description of equipment provided to staff.</p> <p>Bidder's Response: Today, NE211 uses the Workforce Management Tool that is part of our InContact Phone System for monthly staff scheduling. In addition, we utilize the Erlang Calculator – one of the most useful workforce management tools in a call center's toolkit—to assist in determining the number of staff needed by day and by hour. It is a mathematical calculation that determines the number of staff needed for a given number of calls to meet a given service level. This, along with</p>

	<p>volume projections provided by DHHS in the first months, and then our own tracking, will assist with the variations and projections for staff needed.</p> <p>We plan to use a mix of full-time and part-time staff to assist with the ebbs and flows of call volume. We also plan to cross-train all Access Nebraska staff in the three areas of inbound, outbound, and backroom so that if one area is experiencing a surge in work volume, there is flexibility to cover it.</p>
9.	<p>Describe your quality monitoring processes.</p> <p>Bidder's Response: Quality Assurance reviews are the best way to assure that good customer service is being delivered. Quality Assurance also verifies that staff is adhering to policies and procedures. NE211's Quality Assurance Program has three (3) components:</p> <ul style="list-style-type: none"> • Call/Contact Review • Customer Satisfaction Calls • Secret Shopper Calls <p>Call/Contact Review is a process of listening to the call and reviewing the documentation to assess the customer service provided. The review is scored. CSR receives feedback and coaching on issues found in the review. Staff who average 90% or higher during the month receive a W.A.V.E.S. (We Value Excellent Service) Award. This award comes with a small incentive gift card.</p> <p>NE211 utilizes inContact for the Quality Assurance system. The Quality Document is completed on the computer and scores are tracked.</p> <p>Customer Satisfaction calls are made to random contacts during the previous month. The contact is asked if they were able to use the referral information given, to see if the need was met, ask about customer service and to see if they have any further questions or ways we can improve.</p> <p>Secret Shopper Calls are made by a staff member not taking client calls to clients. This staff member tracks calls made, and provides feedback to the Quality and Training Supervisor.</p> <p>NE211 will utilize the DHHS approved quality evaluation tool to evaluate specific interactions between staff and clients. The QA review form will be programmed into inContact to store the reviews and scores. The reviews will be scored and CSR's will receive feedback and coaching on how to improve performance. NE211 will work with ACCESSNebraska on the form development. NE211 will maintain Quality Assurance (QA) accuracy at or above an agreed upon level using an agreed upon evaluation tool.</p> <p>NE211 will monitor at least five (5) calls from each agent per month. Quality scores for each agent will be made available for DHHS oversight staff. QA staff will meet with DHHS bi-weekly for calibration sessions. DHHS will select and send four (4) random contractor received calls to score at least 3 days prior to the calibration session. Sessions will consist of introducing each call and then sharing evaluation scores to see how evaluations can be completed more consistently.</p>
10.	<p>Describe your ability to meet the timelines established in this RFP for reporting and quality monitoring.</p> <p>Bidder's Response: NE211 sees no issue in meeting the timelines established for reporting and quality monitoring. Most of this can be programmed as part of the start-up work to automate the required information. A reporting analyst will be responsible to make sure reports are reviewed, accurate and submitted on time.</p>
11.	<p>Describe your maximum call capacity and the timeframe required to increase call capacity.</p>

	<p>Bidder's Response: The cost per call information provided assumes maximum staffing capacity for 27,999 calls per month inbound, 5799 outreach calls, and 5799 back-office processing. We would develop plans, should call capacity sustainably increase above this level and utilizing assistance from Outbound and Back Office staff isn't adequate to meet quality requirements, to bring on more staff. Considerations for the ability to hire above current projections and office space available are the main considerations.</p>
12.	<p>Describe your capacity of in-house trainers and approach to on-boarding new call center staff to the project.</p> <p>Bidder's Response: We currently have one full-time Quality and Training Manager. We plan to add a full-time Training and Quality Coordinator dedicated to the Access Nebraska work. We also plan for the Team Leads to participate in quality reviews of the team they are responsible for.</p> <p>NE211 will begin the onboarding process upon hiring. CSR's will have ten (10) days of training before beginning work supporting ACCESSNebraska. The training will include:</p> <ul style="list-style-type: none"> • ACCESSNebraska training • customer service training • phone and computer system training • process and standard operating procedures training • data security training • Information and training on confidentiality, Protected Identity Information (PII), Protected Health Information (PHI) and Health Information Portability Accountability Act (HIPAA) <p>The training will be offered in groups or one-on-one depending on the staffing need. As a part of training, CSR's will be able to observe and listen to calls. Practice calls also will be taken. Team Leads will work with CSR's taking their first calls and offer encouragement and feedback.</p> <p>In order to obtain the ACCESSNebraska training, NE211 trainer(s) and Sr. Manager overseeing this work will attend training sessions offered by the State. NE211 will follow all DHHS procedures provided through training, using a "Train the Trainer" method, initially during the contract startup of the contract and as needed for any new processes amended into the contract, and as turn-over requires new staff.</p>
13.	<p>Describe your staff retention policies and the average employee length of service.</p> <p>Bidder's Response: NE211 pays a competitive, livable wage to all staff, including excellent health and 401k benefits. We host monthly staff potlucks to build teamwork among the group. Training is provided and encouraged. We have created different levels of Specialists so there is room for promotion, and encourage and reward all to be personally certified by the call center's accrediting body, AIRS. We incent improvement in quality measures on a monthly basis.</p> <p>Length of service goes from 1 month to 18 years. Most of the management team grew through the ranks, starting on the phones, including the Training and QA manager and the Database Manager. As have many companies, we have realized higher turn-over in 2022 with inflation pushing up wages and offering more job opportunities. We are seeing that come back to normal levels in the past couple of months.</p>
14.	<p>Describe your ability to meet the reporting requirements set forth in Section V.C.2. including ad hoc reporting capabilities.</p> <p>Bidder's Response: NE211 will provide the following reports via email or file share:</p> <ol style="list-style-type: none"> 1. Daily report with the following information: Number of calls offered and handled; Average Speed of Answer (ASA); Average Handle Time by queue and any additional phone metrics requested by DHHS. Report will be submitted by 9:30 for previous day.

	<ol style="list-style-type: none"> 2. Daily report with number of completed tasks in the following categories: Change Requests; Applications; Application Status; Denial Status Inquiries and any additional task metrics requested by DHHS. Report will be submitted by 9:30 for previous day. 3. Daily report for Outreach Services including: Number of outreach activities per hour per agent; average talk time for outbound call; most frequently asked questions/concerns; most frequently used resources; number of outreach actions completed per hour/day/week; number of voicemails left; number of repeat callers. Report will be submitted by 9:30 for previous day. 4. Ad hoc outreach statistic reports as requested by determined due date. 5. Daily report with quantity of calls or tasks completed for any other assigned types of work. 6. Weekly report of Quality Assurance monitoring metrics. 7. Weekly Calibration reporting. 8. Weekly summary records submitted by noon on Tuesday to DHHS Contract Manager <p>In order to assure the reports will be delivered by the requested time, the reports will be automated and gather the data from the appropriate system. A Report Analyst will work on the ACCESSNebraska Support Call Center Contract. The Analyst will be responsible to make sure reports are reviewed, accurate and submitted on time.</p>
15.	<p>Describe how DHHS staff will access your Automated Call Distribution (ACD) software to view real-time wait times and available call capacity.</p> <p>Bidder's Response: NE211 utilizes the Nice CXone inContact custom dashboard with its real time reporting to view calls in queue, wait time and number of available agents. NE211 will provide DHHS view only access to the real time reporting and dashboard to assist with call volume distribution. The real time reporting contains data from the automatic call distribution (ACD) system.</p>
16.	<p>Do you use an off the shelf Customer Relationship Management system, or one developed in house? If off the shelf, please specify the product and company. Please describe the capabilities of the Customer Relationship Management systems in use.</p> <p>Bidder's Response: The NE211 contact center currently utilizes iCarol as our Customer Relationship Management (CRM) system. The front-end web application of iCarol is customizable, allowing us to develop a custom form to enter and store all necessary program data in one centralized database. The iCarol platform is secure. Once a custom form is created, we are able to isolate the program's data and only grant access to those with approval. All information entered into iCarol is encrypted from the time the data is entered on a computer through to the hard drives on iCarol's servers.</p> <p>NE211 will utilize iCarol to document the number and category of services provided. ICarol information will be made available to DHHS. NE211 will utilize iCarol (CRM) to track the following data for reporting:</p> <p>For Inbound calls:</p> <ul style="list-style-type: none"> • Number of application calls • Number of status requests • Number of inquiries on applications in progress • Number of inquiries that are denials <p>For Outbound calls:</p> <ul style="list-style-type: none"> • Number of Voicemails left • Number of 2nd call attempts

	<ul style="list-style-type: none">• Number of successful 2nd calls completed
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**ATTACHMENT 4
COST PROPOSAL SHEET**

Bidder Name **United Way of the Midlands**

ONE TIME COST

Startup Plan/Implementation Cost **\$ 529,644** 3% of 3-year project cost

PASS THROUGH COSTS

Cost per page, single sided printing **\$ 0.0262** Includes copier lease and paper cost

Training Cost Per Hour/Per Person **\$ 25.07** Avg. hourly comp cost of CRS and Leads + 10% admin fee

Note: Mailing cost will be reimbursed per current US Postal rates with no additional markup.

COST PER CALL FOR INITIAL THREE YEAR PERIOD

Service		Average Handled Time (AHT)	Number of calls/actions Tier I	Cost Per Call for Tier I	Number of calls/actions Tier II	Cost Per Call for Tier II	Number of calls/actions Tier III	Cost Per Call for Tier III
Inbound	A	11:00-15:00	6,000-16,999	21.98	17,000-27,999	13.34	28,000-40,000	11.40
	B	15:01-20:00	1,400-3,599	40.05	3,600-5,799	31.10	5,800-8,000	28.21
	C	20:01-25:00	1,400-3,599	49.26	3,600-5,799	38.89	5,800-8,000	35.54
	D	25:01-30:00	1,400-3,599	59.11	3,600-5,799	47.06	5,800-8,000	43.36
	E	30:01-35:00	1,400-3,599	67.38	3,600-5,799	53.65	5,800-8,000	49.86
Outreach	A	8:00 -12:00	1,400-3,599	18.71	3,600-5,799	14.27	5,800-8,000	13.08
	B	12:01 - 16:00	1,400-3,599	25.26	3,600-5,799	19.12	5,800-8,000	17.66
	C	16:01 - 20:00	1,400-3,599	31.32	3,600-5,799	23.71	5,800-8,000	22.25
Back Office Processing	A	4:00-8:00	1,400-3,599	13.55	3,600-5,799	9.05	5,800-8,000	8.70

B	8:01 - 12:00	1,400-3,599	20.05	3,600-5,799	13.94	5,800-8,000	13.66
C	12:01-16:00	1,400-3,599	27.07	3,600-5,799	18.55	5,800-8,000	18.44

COST PER CALL FOR RENEWAL PERIOD 1

Service		Average Handled Time (AHT)	Number of calls/actions Tier I	Cost Per Call for Tier I	Number of calls/actions Tier II	Cost Per Call for Tier II	Number of calls/actions Tier III	Cost Per Call for Tier III
Inbound	A	11:00-15:00	6,000-16,999	23.08	17,000-27,999	14.01	28,000-40,000	11.97
	B	15:01-20:00	1,400-3,599	42.05	3,600-5,799	32.66	5,800-8,000	29.62
	C	20:01-25:00	1,400-3,599	51.72	3,600-5,799	40.83	5,800-8,000	37.32
	D	25:01-30:00	1,400-3,599	62.07	3,600-5,799	49.41	5,800-8,000	45.53
	E	30:01-35:00	1,400-3,599	70.75	3,600-5,799	56.33	5,800-8,000	52.35
Outreach	A	8:00 -12:00	1,400-3,599	19.65	3,600-5,799	14.98	5,800-8,000	13.73
	B	12:01 - 16:00	1,400-3,599	26.52	3,600-5,799	20.08	5,800-8,000	18.54
	C	16:01 - 20:00	1,400-3,599	32.89	3,600-5,799	24.90	5,800-8,000	23.36
Back Office Processing	A	4:00-8:00	1,400-3,599	14.23	3,600-5,799	9.50	5,800-8,000	9.14
	B	8:01 - 12:00	1,400-3,599	21.05	3,600-5,799	14.64	5,800-8,000	14.34
	C	12:01-16:00	1,400-3,599	28.42	3,600-5,799	19.48	5,800-8,000	19.36

COST PER CALL FOR RENEWAL PERIOD 2

Service		Average Handled Time (AHT)	Number of calls/actions Tier I	Cost Per Call for Tier I	Number of calls/actions Tier II	Cost Per Call for Tier II	Number of calls/actions Tier III	Cost Per Call for Tier III
Inbound	A	11:00-15:00	6,000-16,999	24.23	17,000-27,999	14.71	28,000-40,000	12.57
	B	15:01-20:00	1,400-3,599	44.16	3,600-5,799	34.29	5,800-8,000	31.10
	C	20:01-25:00	1,400-3,599	54.31	3,600-5,799	42.88	5,800-8,000	39.18
	D	25:01-30:00	1,400-3,599	65.17	3,600-5,799	51.88	5,800-8,000	47.80
	E	30:01-35:00	1,400-3,599	74.29	3,600-5,799	59.15	5,800-8,000	54.97
Outreach	A	8:00 -12:00	1,400-3,599	20.63	3,600-5,799	15.73	5,800-8,000	14.42
	B	12:01 - 16:00	1,400-3,599	27.85	3,600-5,799	21.08	5,800-8,000	19.47
	C	16:01 - 20:00	1,400-3,599	34.53	3,600-5,799	26.14	5,800-8,000	24.53
Back Office Processing	A	4:00-8:00	1,400-3,599	14.94	3,600-5,799	9.98	5,800-8,000	9.59
	B	8:01 - 12:00	1,400-3,599	22.11	3,600-5,799	15.37	5,800-8,000	15.06
	C	12:01-16:00	1,400-3,599	29.84	3,600-5,799	20.45	5,800-8,000	20.33

COST PER CALL FOR RENEWAL PERIOD 3

Service		Average Handled Time (AHT)	Number of calls/actions Tier I	Cost Per Call for Tier I	Number of calls/actions Tier II	Cost Per Call for Tier II	Number of calls/actions Tier III	Cost Per Call for Tier III
Inbound	A	11:00-15:00	6,000-16,999	25.44	17,000-27,999	15.44	28,000-40,000	13.20
	B	15:01-20:00	1,400-3,599	46.36	3,600-5,799	36.00	5,800-8,000	32.66
	C	20:01-25:00	1,400-3,599	57.02	3,600-5,799	45.02	5,800-8,000	41.14
	D	25:01-30:00	1,400-3,599	68.43	3,600-5,799	54.48	5,800-8,000	50.19
	E	30:01-35:00	1,400-3,599	78.00	3,600-5,799	62.11	5,800-8,000	57.72
Outreach	A	8:00 -12:00	1,400-3,599	21.66	3,600-5,799	16.52	5,800-8,000	15.14
	B	12:01 - 16:00	1,400-3,599	29.24	3,600-5,799	22.13	5,800-8,000	20.44
	C	16:01 - 20:00	1,400-3,599	36.26	3,600-5,799	27.45	5,800-8,000	25.76
Back Office Processing	A	4:00-8:00	1,400-3,599	15.69	3,600-5,799	10.48	5,800-8,000	10.07
	B	8:01 - 12:00	1,400-3,599	23.21	3,600-5,799	16.14	5,800-8,000	15.81
	C	12:01-16:00	1,400-3,599	31.34	3,600-5,799	21.47	5,800-8,000	21.35

United Way of the Midlands
Independent Auditor's Report, Financial
Statements and Required Single Audit Information
June 30, 2022

United Way of the Midlands
June 30, 2022
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1120 S. 101st Street, Suite 410 / Omaha, NE 68124

P 402.392.1040 / F 402.392.1772

forvis.com

Independent Auditor's Report

Board of Directors
United Way of the Midlands
Omaha, Nebraska

Opinion

We have audited the financial statements of United Way of the Midlands, which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of United Way of the Midlands as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of United Way of the Midlands and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As described in Note B to the financial statements, in 2022, United Way of the Midlands adopted ASU 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. Our opinion is not modified with respect to this matter.

Report on Summarized Comparative Information

We have previously audited the United Way of the Midlands 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 4, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about United Way of the Midland's ability to continue as a going concern within one year after the date that these financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of United Way of the Midland's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about United Way of the Midland's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 3, 2022, on our consideration of United Way of the Midlands' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of United Way of the Midlands' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering United Way of the Midlands' internal control over financial reporting and compliance.

FORVIS,LLP

Omaha, Nebraska
October 3, 2022

United Way of the Midlands
STATEMENT OF FINANCIAL POSITION
As of June 30, 2022
(with comparative totals as of June 30, 2021)

	FY2022	FY2021
ASSETS		
Cash and cash equivalents	\$ 2,852,742	\$ 4,388,412
Contributions receivable - 2022 campaign (less uncollectible allowance of \$0)	10,790	-
Contributions receivable - 2021 campaign (less uncollectible allowance of \$443,707)	4,195,105	-
Contributions receivable - 2020 campaign (less uncollectible allowance of \$0 and \$493,380, respectively)	273,267	4,585,490
Contributions receivable - 2019 campaign (less uncollectible allowance of \$0)	-	31,034
Grants receivable	532,449	346,800
Other assets and prepaid expenses	1,050,131	635,825
Investments	10,302,837	11,346,307
Beneficial interest in net assets held by the Omaha Community Foundation	1,822,362	2,318,441
Leasehold improvements and equipment (net of accumulated depreciation of \$1,558,064 and \$1,287,364, respectively)	1,610,262	1,727,137
Total assets	\$ 22,649,944	\$ 25,379,446
LIABILITIES		
Accounts payable and accrued expenses	\$ 415,296	\$ 325,563
Accrued payroll and related liabilities	642,758	483,443
Refundable advances	731,910	355,995
Deferred revenue	663,181	656,414
Goodfellows undistributed allocations and designations payable	96,000	58,500
Undistributed allocations and designations payable for the prior period campaign	288,202	662,561
Undistributed allocations and designations payable for the current period campaign	9,962,283	10,203,819
Total liabilities	12,799,630	12,746,295
NET ASSETS		
Without donor restrictions		
Board designated reserves	5,867,898	6,785,898
Board designated reserves for Goodfellows	254,504	385,000
Board designated for Goodfellows	763,513	767,100
Quasi endowment	3,244,415	3,159,833
Operating	(4,474,798)	(3,315,398)
Total net assets without donor restrictions	5,655,532	7,782,433
With donor restrictions		
Perpetual in nature	3,425,544	3,425,544
Purpose restrictions	490,102	1,083,765
Time-restricted for future periods	279,136	341,409
Total net assets with donor restrictions	4,194,782	4,850,718
Total net assets	9,850,314	12,633,151
Total liabilities and net assets	\$ 22,649,944	\$ 25,379,446

United Way of the Midlands
STATEMENT OF ACTIVITIES
For the year ended June 30, 2022
(with comparative totals as of FY2021)

	Without Donor Restrictions	With Donor Restrictions	FY2022	FY2021
REVENUE AND OTHER SUPPORT				
Contributions and reclassification				
Campaign contributions for the Fall Campaign				
Contributions received for the current period	\$ 16,739,947	\$ -	\$ 16,739,947	\$ 15,748,841
Contributions for COVID-19 and flood relief disaster	-	-	-	25
Contributions received for the prior period (net assets released from restriction)	718,436	(718,436)	-	-
Contributions received for the future period	-	255,500	255,500	255,500
Gross campaign results	17,458,383	(462,936)	16,995,447	16,004,366
Less donor designations	(1,714,238)	-	(1,714,238)	(1,355,237)
Less disaster relief designations	-	-	-	(25)
Less allowance for uncollectible pledges	(337,191)	-	(337,191)	(332,476)
Total campaign contributions for the current allocation period	15,406,954	(462,936)	14,944,018	14,316,628
Other contributions				
Contributions restricted for offsetting campaign expenses	38,500	-	38,500	41,145
Contributions for special events and miscellaneous	503,880	-	503,880	84,305
Contributions of quasi-endowed gifts	707,501	-	707,501	-
Contributed goods and services	1,107,426	-	1,107,426	698,914
Total other contributions	2,357,307	-	2,357,307	824,364
Total contributions	17,764,261	(462,936)	17,301,325	15,140,992

(Continued)

United Way of the Midlands
STATEMENT OF ACTIVITIES - CONTINUED
For the year ended June 30, 2022
(with comparative totals as of FY2021)

	Without Donor Restrictions	With Donor Restrictions	FY2022	FY2021
REVENUE AND OTHER SUPPORT - CONTINUED				
Government grants	\$ 1,930,369	\$ -	\$ 1,930,369	\$ 3,040,840
Private grants	15,237,517	128,000	15,365,517	517,075
Net investment return	(1,381,909)	(321,000)	(1,702,909)	1,683,811
Donor designation fees	104,756	-	104,756	105,314
Contract fees	1,397,462	-	1,397,462	889,187
Other income	226	-	226	1,676,333
Total revenues and other support	<u>35,052,682</u>	<u>(655,936)</u>	<u>34,396,746</u>	<u>23,053,552</u>
ALLOCATIONS AND OTHER FUNCTIONAL EXPENSES				
Allocations and designations to agencies	27,763,057	-	27,763,057	15,155,236
Less donor designations	(1,714,238)	-	(1,714,238)	(1,355,237)
Less COVID-19 relief disaster designations	-	-	-	(25)
Total allocations	<u>26,048,819</u>	<u>-</u>	<u>26,048,819</u>	<u>13,799,974</u>
Direct community services provided by United Way	7,978,061	-	7,978,061	6,379,123
Total allocations and direct community services	<u>34,026,880</u>	<u>-</u>	<u>34,026,880</u>	<u>20,179,097</u>
Other functional expenses				
Fundraising	3,059,218	-	3,059,218	1,905,373
Management and general	93,485	-	93,485	86,892
Total other functional expenses	<u>3,152,703</u>	<u>-</u>	<u>3,152,703</u>	<u>1,992,265</u>
Total allocations, designations, direct community services and other functional expenses	<u>37,179,583</u>	<u>-</u>	<u>37,179,583</u>	<u>22,171,362</u>
CHANGE IN NET ASSETS	(2,126,901)	(655,936)	(2,782,837)	882,190
NET ASSETS, BEGINNING OF YEAR	<u>7,782,433</u>	<u>4,850,718</u>	<u>12,633,151</u>	<u>11,750,961</u>
NET ASSETS, END OF YEAR	<u>\$ 5,655,532</u>	<u>\$ 4,194,782</u>	<u>\$ 9,850,314</u>	<u>\$ 12,633,151</u>

See accompanying notes and independent auditor's report

United Way of the Midlands
STATEMENT OF FUNCTIONAL EXPENSES
For the year ended June 30, 2022
(with comparative totals as of FY2021)

	Program Services			Support Services			Total	
	Community Impact	Other Program Services	Total Program Services	Fundraising	Management and General	Total Support Services	FY2022	FY2021
Allocations and designation to agencies								
Total allocations and designations to agencies	\$ 27,763,057	\$ -	\$ 27,763,057	\$ -	\$ -	\$ -	\$ 27,763,057	\$ 15,155,236
Less donor designations	(1,714,238)	-	(1,714,238)	-	-	-	(1,714,238)	(1,355,237)
Less COVID-19 relief disaster designations	-	-	-	-	-	-	-	(25)
Net allocations to agencies	26,048,819	-	26,048,819	-	-	-	26,048,819	13,799,974
Personnel costs								
Salaries	1,184,112	3,392,352	4,576,464	1,180,948	46,436	1,227,384	5,803,848	4,532,202
Employee benefits	127,227	571,009	698,236	180,780	6,799	187,579	885,815	725,506
Payroll taxes	92,141	259,535	351,676	91,501	3,659	95,160	446,836	311,391
Total personnel costs	1,403,480	4,222,896	5,626,376	1,453,229	56,894	1,510,123	7,136,499	5,569,099
Professional fees	72,877	612,905	685,782	100,107	5,699	105,806	791,588	634,757
Supplies	13,384	108,203	121,587	26,888	1,369	28,257	149,844	88,076
Telephone	5,851	81,214	87,065	9,703	596	10,299	97,364	91,528
Postage and shipping	5,987	12,329	18,316	9,502	487	9,989	28,305	14,600
Occupancy	62,687	146,269	208,956	106,085	6,430	112,515	321,471	322,811
Equipment leasing and maintenance	18,800	87,611	106,411	31,800	1,929	33,729	140,140	113,263
Printing, publications, and promotion	83,776	396,752	480,528	135,179	7,781	142,960	623,488	890,180
Travel and transportation	4,302	55,995	60,297	7,923	335	8,258	68,555	22,454
Events, conferences and meetings	17,981	153,442	171,423	1,010,657	2,299	1,012,956	1,184,379	63,476
Organizational dues	6,250	21,652	27,902	18,603	591	19,194	47,096	35,440
Awards and gifts	5,003	10,808	15,811	5,782	337	6,119	21,930	43,536
Insurance	4,544	13,266	17,810	7,690	467	8,157	25,967	43,532
United Way Worldwide membership fee	43,570	101,664	145,234	73,734	4,469	78,203	223,437	240,783
Depreciation	37,185	167,378	204,563	62,336	3,802	66,138	270,701	197,853
Total non-personnel expenses	382,197	1,969,488	2,351,685	1,605,989	36,591	1,642,580	3,994,265	2,802,289
Total Functional Expenses	\$ 27,834,496	\$ 6,192,384	\$ 34,026,880	\$ 3,059,218	\$ 93,485	\$ 3,152,703	\$ 37,179,583	\$ 22,171,362

See accompanying notes and independent auditor's report

United Way of the Midlands
STATEMENT OF CASH FLOWS
For the year ended June 30, 2022
(with comparative totals as of FY2021)

	<u>FY2022</u>	<u>FY2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (2,782,837)	\$ 882,190
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities		
Depreciation	270,701	197,853
Realized and unrealized losses (gains) on investments, net	1,667,437	(1,581,902)
Change in beneficial interests	207,777	176,853
Change in contributions receivable	137,362	(236,989)
Change in grants receivable	(185,649)	(346,800)
Change in other assets and prepaid expenses	(414,306)	(316,567)
Change in accounts payable, accrued expenses and refundable advances	517,973	(347,579)
Change in accrued payroll and related liabilities	159,315	167,197
Change in allowance - tenant improvements	(24,262)	(18,011)
Change in deferred revenue	31,029	16,791
Change in undistributed allocations and designations payable	(578,395)	3,819,184
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(993,855)</u>	<u>2,412,220</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of equipment	(206,151)	(531,329)
Purchase of securities	(3,463,467)	(2,312,992)
Proceeds from sale of securities	3,127,803	2,171,093
NET CASH USED IN INVESTING ACTIVITIES	<u>(541,815)</u>	<u>(673,228)</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	(1,535,670)	1,738,992
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>4,388,412</u>	<u>2,649,420</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 2,852,742</u>	<u>\$ 4,388,412</u>
SUPPLEMENTAL NONCASH ACTIVITIES		
Capital asset acquisitions included in accounts payable	\$ 2,461	\$ 54,786

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS
For the year ended June 30, 2022

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of the significant accounting policies of United Way of the Midlands (the Organization).

1. Nature of the Organization

The United Way of the Midlands is a not-for-profit corporation which incorporated in 1923 and is governed by a volunteer Board of Directors.

The mission of United Way of the Midlands is We *UNITE* our community's *CARING SPIRIT* to build a *STRONGER* tomorrow.

The guiding principles of United Way of the Midlands are to build trust in everything we do, extend grace by thinking by yourself, show grit by bringing it every day, be open to embracing others' differences, actively engage by listening and sharing, and live curiously to learn constantly.

United Way of the Midlands is a powerful partnership of people and organizations that care about our community's future. United Way of the Midlands recruits those who have the passion, expertise and resources we need to get things done. Together, we create life-changing opportunities in education, financial stability and health, the building blocks of a good life, so our neighbors can grow stronger and remain independent.

2. Basis of Presentation and Accounting

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a complete presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's 2021 financial statements from which the information was derived.

The financial statements of the Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

2. Basis of Presentation and Accounting - Continued

liabilities. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the use of management's estimates. Actual results could differ from those estimates.

Revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and the changes therein are classified as follows:

- a. Net assets without donor restrictions include net assets and contributions not subject to donor-imposed stipulations. Net assets without donor restrictions also include assets designated by the Board for specific purposes.
- b. Purpose and time restricted net assets include net assets and contributions subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time. After the donor-imposed time or purpose restriction is satisfied, net assets with donor restriction are reclassified to net assets without donor restriction and reported without donor restriction and reported within the statement of activities as net assets released from donor restrictions.
- c. Perpetual in nature net assets include net assets and contributions subject to donor-imposed stipulations that they be maintained in perpetuity by the Organization.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restriction. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restriction unless their use is restricted by donor stipulation or by law.

United Way of the Midlands
 NOTES TO FINANCIAL STATEMENTS – CONTINUED
 For the year ended June 30, 2022

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

3. Revenue and Other Support

Contributions are provided to the Organization either with or without restrictions placed on the gift by the donor. Revenues and net assets are separately reported to reflect the nature of those gifts – with or without donor restrictions. The value recorded for each contribution is recognized as follows:

<u>Nature of the Gift</u>	<u>Value Recognized</u>
<i>Conditional gifts, with or without restriction</i>	
Gifts that depend on the Organization overcoming a donor-imposed barrier to be entitled to the funds	Not recognized until the gift becomes unconditional, <i>i.e.</i> , the donor imposed barrier is met
<i>Unconditional gifts, with or without restriction</i>	
Received at date of gift – cash and other assets	Fair value
Received at date of gift – property, equipment and long-lived assets	Estimated fair value
Expected to be collected within one year	Net realizable value
Collected in future years	Initially reported at fair value determined using the discounted present value of estimated future cash flows technique

In addition to the amount initially recognized, revenue for unconditional gifts to be collected in future years is also recognized each year as the present-value discount is amortized using the level-yield method.

When a donor stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions. Absent explicit donor stipulations for the period of time that long-lived assets must be held, expirations of restrictions for gifts of land, buildings, equipment and other long-lived assets are reported when those assets are placed in service.

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

3. Revenue and Other Support - Continued

Gifts and investment income having donor stipulations which are satisfied in the period the gift is received are recorded as revenue and net assets without donor restrictions.

Conditional contributions having donor stipulations which are satisfied in the period the gift is received are recorded as revenue and net assets without donor restrictions.

4. Government Grants

Support funded by grants is recognized as the Organization meets the conditions prescribed by the grant agreement, performs the contracted services or incurs outlays eligible for reimbursement under the grant agreements. The Organization receives some of its grant support through periodic claims filed with respective funding sources, not to exceed a limit specified in the funding agreement. Since the financial statements of the Organization are prepared on the accrual basis, all earned portions of the grants not yet received as of June 30, 2022, have been recorded as receivables in grants receivable. Grant activities and outlays are subject to audit and acceptance by the granting agency and, as a result of such audit, adjustments could be required.

5. Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers highly liquid investments with an initial maturity of three months or less to be cash equivalents. Cash and cash equivalents designated for long-term purposes or received with donor-imposed restrictions limiting their use to long-term purposes are not considered cash or cash equivalents for purposes of the statement of cash flows.

6. Contributions Receivable

Contributions receivable primarily consist of amounts pledged by donors as part of the annual fundraising campaign. Provision for uncollectible allowance is computed based upon a 5-year historical average, adjusted by management estimates of current economic factors, and applied to gross campaign contributions, including donor designations.

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

7. Investments and Investment Return

The Organization carries its investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the statement of financial position. Donated investment securities are recorded as contributions at their estimated fair value at the date of donation. Unrealized gains and losses are included in the change in net assets in the statement of activities. Investment return that is initially restricted by donor stipulation and for which the restriction will be satisfied in the same year is included in net assets without donor restriction. Other investment return is reflected in the statements of activities as with or without donor restrictions based upon existence and nature of any donor or legally imposed restriction.

8. Leasehold Improvements and Equipment

Leasehold improvements and equipment are stated at cost at date of acquisition, or fair value at date of donation. Depreciation is recorded on a straight-line basis over the estimated useful lives of the assets. Assets which cost \$5,000 or more with a useful life of more than one year are capitalized.

The Organization evaluates the recoverability of the carrying value of long-lived assets whenever events or circumstances indicate the carrying amount may not be recoverable. If a long-lived asset is tested for recoverability and the undiscounted estimated future cash flows expected to result from the use and eventual disposition of the asset is less than the carrying amount of the asset, the asset cost is adjusted to fair value and an impairment loss is recognized as the amount by which the carrying amount of a long-lived asset exceeds its fair value. No asset impairment was recognized during the year ended June 30, 2022.

9. Income Taxes

The United Way of the Midlands is exempt from income taxes under Section 501 of the Internal Revenue Code and a similar provision of state law. However, the Organization is subject to federal income tax on any unrelated business taxable

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

9. Income Taxes - Continued

income. The Organization files tax returns in the U.S. federal jurisdiction.

10. Contributed Services

Contributed services are recognized as contributions at their fair value only if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. Many individuals volunteer their time and perform a variety of tasks for the Organization which are not reflected in the financial statements.

11. Functional Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities and in the statement of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. These costs are allocated based on estimated time spent in support of fundraising, program and administration.

12. Fair Value of Financial Instruments

The carrying value of all financial instruments, including cash and cash equivalents, accounts receivable, and accounts payable approximate fair value due to their short-term nature. Investments in equity and debt securities are stated at fair value.

13. Transfers Between Fair Value Hierarchy Levels

Transfers in and out of Level 1 (quoted market prices), Level 2 (other significant observable inputs) and Level 3 (significant unobservable inputs) are recognized on the period ending date.

14. Reclassifications

Certain reclassifications have been made to the 2021 financial statements to conform to the 2022 financial statement presentation. These reclassifications had no effect on the change in net assets.

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE B. CHANGE IN ACCOUNTING PRINCIPLE

In 2022, the Organization, adopted ASU 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets* on a retrospective basis. ASU 2020-07 requires contributed nonfinancial assets to be presented separately from contributions of cash or other financial assets in the statements of activities and disclosures within the notes to the financial statements about the valuation methodology for, use of, and donor-imposed restrictions associated with contributed nonfinancial assets. Adoption of ASU 2020-07 had no impact on previously reported total change in net assets.

NOTE C. CONDITIONAL GIFTS

The Organization has received the following conditional promises to give at June 30, 2022 that are not recognized in the financial statements:

Conditional promise to give upon obtaining \$4,000,000 in unconditional promises to give to the annual campaign each year over the next two years	<u>\$ 500,000</u>
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NOTE D. FAIR VALUE OF FINANCIAL INSTRUMENTS

Accounting Standards Codification (ASC) 820 establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

--Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Organization has the ability to access at the measurement date.

--Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.

--Level 3 inputs are unobservable inputs for the asset or liability.

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE D. FAIR VALUE OF FINANCIAL INSTRUMENTS - CONTINUED

The level in the fair value hierarchy within which a fair value measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

The following table presents assets that are measured at fair value on a recurring basis at June 30:

	Total	Level 1	Level 2	Level 3
Investments				
Cash equivalents	\$ 524,336	\$ 524,336	\$ -	\$ -
Fixed income	6,097,228	6,097,228	-	-
Equity funds	3,493,096	3,493,096	-	-
Complementary strategies	50,094	50,094	-	-
Real estate funds	111,653	111,653	-	-
Commodities	26,430	26,430	-	-
Beneficial interest in net assets assets held by Omaha Community Foundation	1,822,362	-	-	1,822,362
	<u>\$ 12,125,199</u>	<u>\$ 10,302,837</u>	<u>\$ -</u>	<u>\$ 1,822,362</u>

The Organization uses the following methods and significant assumptions to estimate fair value.

Investments: The fair value of cash equivalents, fixed income, equity fund investments, complementary strategies and real estate funds is determined by obtaining quoted market prices on nationally recognized securities exchanges.

Beneficial interest in net assets held by the Omaha Community Foundation: The fair value is determined based on fair value information provided by the Foundation which is based on the Organization’s ownership interest in underlying pools. Due to the nature of the valuation inputs, the interest is classified within Level 3 of the hierarchy.

Beneficial interest in net assets held by the Omaha Community Foundation measured at fair value on a recurring basis using significant unobservable inputs (Level 3):

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE D. FAIR VALUE OF FINANCIAL INSTRUMENTS - CONTINUED

Beginning fair value	\$ 2,318,441
Total losses (realized/unrealized)	(318,057)
Purchases (including re-invested net earnings)	29,756
Distributions	<u>(207,778)</u>
Ending fair value	<u><u>\$ 1,822,362</u></u>

Gains and losses (realized and unrealized) on the beneficial interest in net assets held by the Omaha Community Foundation are included in net assets without donor restrictions for the period and are reported as net investment return without donor restrictions on the statement of activities for the year ended June 30, 2022.

NOTE E. INVESTMENTS AND BENEFICIAL INTEREST IN NET ASSETS

The investments of the United Way of the Midlands at June 30 are as follows:

	Cost	Fair Value	Unrealized Net Gain (Loss)
Cash equivalents	\$ 524,336	\$ 524,336	\$ -
Fixed income	6,485,926	6,097,228	(388,698)
Equity funds	3,116,313	3,493,096	376,783
Complementary strategies	41,468	50,094	8,626
Real estate funds	95,553	111,653	16,100
Commodities	<u>27,210</u>	<u>26,430</u>	<u>(780)</u>
Subtotal	10,290,806	10,302,837	12,031
Beneficial interest in net assets held by Omaha Community Foundation	<u>1,997,540</u>	<u>1,822,362</u>	<u>(175,178)</u>
Total	<u><u>\$ 12,288,346</u></u>	<u><u>\$ 12,125,199</u></u>	<u><u>\$ (163,147)</u></u>

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE E. INVESTMENTS AND BENEFICIAL INTEREST IN NET ASSETS - CONTINUED

On December 17, 1998, the Organization entered into an agreement establishing a fund at the Omaha Community Foundation. Although ownership and management responsibility of this fund remains with the Omaha Community Foundation, the income will continue to provide perpetual gifts to the United Way of the Midlands’ campaign through distributions to the United Way of the Midlands from the Omaha Community Foundation. These assets are recognized on the financial statements as “Beneficial interest in net assets held by the Omaha Community Foundation.” As of June 30, 2022, the fair value of these assets is reflected in the statement of financial position.

Shares in pooled investments at the Omaha Community Foundation are apportioned to the following net assets classes:

Without donor restrictions	\$ 1,047,727
With donor restrictions	<u>774,635</u>
 Total	 <u><u>\$ 1,822,362</u></u>

NOTE F. LEASEHOLD IMPROVEMENTS AND EQUIPMENT

Leasehold improvements and equipment consist of the following at June 30:

Building and improvements	\$ 1,514,566
Furniture and equipment	509,579
Computer equipment and software	<u>1,144,181</u>
 Total	 \$ 3,168,326
 Less accumulated depreciation	 <u>(1,558,064)</u>
	 <u><u>\$ 1,610,262</u></u>

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE G. CONTRIBUTED GOODS AND SERVICES

Several companies sponsored Community Ambassadors who provided approximately 1,920 hours of service to the United Way of the Midlands. All of these hours were sponsored totaling \$38,500 in contributions restricted to offsetting campaign expenses.

Additionally, in 2022 the United Way of the Midlands received contributed marketing, advertising, and professional services with a fair value of \$1,107,426; of which \$739,114 of contributed goods and services had inherit donor-imposed restrictions as noted below.

	Without Donor Restrictions	With Donor Restrictions	Total
Advertising	\$ 333,007	\$ 223,000	\$ 556,007
Awards/Incentives	-	456,558	456,558
Meals	-	44,536	44,536
Supplies	18,232	-	18,232
Professional Services	17,073	15,020	32,093
	<u>\$ 368,312</u>	<u>\$ 739,114</u>	<u>\$ 1,107,426</u>

The nonfinancial assets listed above were recognized as revenues within contributed goods and services. As of June 30, 2022, all restrictions noted above were met thus amounts were reflected in the statement of activities as net assets without donor restrictions.

Contributed Items

Contributed items were utilized in the following programs:

Contributed Items	Programs
Advertising	United Way of the Midlands Operations and 211 Programming; Special events related to fundraising initiatives
Awards/Incentives	Special events related to fundraising initiatives and donor recognition
Meals	Special events related to fundraising initiatives and donor recognition
Supplies	Volunteerism events; Special events related to fundraising initiatives

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE G. CONTRIBUTED GOODS AND SERVICES - CONTINUED

United Way of the Midlands recognizes the value of the donated product on the basis of the fair market value provided by the donor at the time of acquisition.

NOTE H. REVENUE FROM CONTRACTS WITH OTHER ENTITIES

Contract Fee Revenues

Performance obligations are determined based on the nature of the goods or services provided by the Organization in accordance with the contract. Revenue for performance obligations satisfied over time is recognized ratably over the period based on time elapsed or on a cost-to-cost method based on the language in the agreement. The Organization believes both methods provide a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation.

Transaction Price and Recognition

The Organization determines the transaction price based on standard charges for goods and services provided, reduced by discounts provided in accordance with the Organization's policy and implicit price concessions provided to the entities. The Organization determines its estimate of explicit price concessions based on its discount policies. The Organization determines its estimate of implicit price concessions based on its historical collection experience with other entities.

From time to time the Organization may receive overpayments resulting in amounts owed back to third parties. These amounts are excluded from revenues and are recorded as liabilities until refunded. As of June 30, 2022, there were no outstanding refunds to third parties recognized.

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE H. REVENUE FROM CONTRACTS WITH OTHER ENTITIES - CONTINUED

Subsequent changes to estimates of the transaction price are generally recorded as adjustments to revenue in the period of change. For the year ended June 30, 2022, no such adjustments were recognized for changes in estimates of implicit price concessions, discounts or contractual adjustments for performance obligations satisfied in previous years. Subsequent changes that are determined to be the result of an adverse change in the Organization's ability to pay are recorded as bad debt expense.

The Organization has determined the nature, amount, timing and uncertainty of revenue and cash flows are affected by factors including payors that have different reimbursement and payment methodologies and services to be provided.

For the year ended June 30, 2022, the Organization recognized contract fee revenue of \$1,397,462 from services that transfer to the other entities over time.

NOTE I. DEFINED CONTRIBUTION RETIREMENT PLAN

The Organization sponsors a 401(k) defined contribution retirement plan for all regular, full-time employees who completed one year of eligible service. The Organization will match all employee contributions up to 3% and may make discretionary contributions as well. Contribution expense for the year ended June 30, 2022 was \$328,058.

NOTE J. RESTRICTIONS AND LIMITATIONS ON NET ASSET BALANCES

Net Assets Without Donor Restrictions

Board Designated Reserve

United Way of the Midlands holds investments which have been designated by the Board of Directors as a reserve restricted for expenditures which are not funded by annual campaign contributions.

Examples of such expenditures include capital purchases, funding for unbudgeted emergency services, and other miscellaneous unforeseen and/or non-routine expenditures. All expenditures charged to the Board Designated Reserve must be approved by the Board of

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE J. RESTRICTIONS AND LIMITATIONS ON NET ASSET BALANCES -
CONTINUED

Directors.

Board Designated for Goodfellows

United Way of the Midlands holds contributions for the benefit of Goodfellows to be used to continue to help individuals and families stay in their homes, put food on the table and keep the lights and heat on during these difficult times. The agreement between the Organization and Goodfellows notes that funds received related to this agreement or donations to Goodfellows will not be commingled with other money raised or invested by the Organization.

Quasi-Endowment

Quasi-endowment net assets consist of funds designated by the Board of Directors to function as an endowment.

Net Assets With Donor Restrictions

Purpose and Time Restricted Net Assets

Purpose and time restricted net assets are assets primarily from the Fall United Way of the Midlands Campaign, which donors restricted for the following year. Purpose and time restricted net assets consist of the following at June 30:

Endowment earnings restricted for specific purposes	\$	103,082
Funding to offset future direct program expenses		150,236
Contributions for future grant disbursements		<u>515,920</u>
	\$	<u>769,238</u>

Perpetual in Nature Net Assets

Perpetual in nature net assets consist of investments endowed for which donor restriction stipulates that the original gift be maintained in perpetuity. Income derived from the donated assets are restricted to be used as an annual pledge to the campaign.

United Way of the Midlands
 NOTES TO FINANCIAL STATEMENTS – CONTINUED
 For the year ended June 30, 2022

NOTE J. RESTRICTIONS AND LIMITATIONS ON NET ASSET BALANCES –
 CONTINUED

Net Assets Released From Restriction

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of other events specified by donors.

Expiration of time restrictions	\$	317,773
Satisfaction of purpose restrictions		
Developmental and intellectual disabilities		250,420
Food Security		1,000
Homelessness		149,243
		149,243
	\$	718,436

NOTE K. DEFERRED REVENUE

Tenant Improvement Allowance

Lease rentals that have escalating rents are recorded as expense on a straight-line basis over the life of the lease. Contingent rent payments, to the extent they exceed minimum payments, are accrued during the periods in which the liability is incurred. Tenant improvement allowance provided by the landlord under the leasing agreement is deferred as a liability and amortized to income as an adjustment to rent expense over the life of the lease.

Contributions for Special Events

The Organization received contributions at June 30, 2022, for special events taking place during the subsequent fiscal year; and therefore, is recorded as deferred revenue until the events are executed.

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE L. PARTICIPATION PARTNER AGREEMENTS

The United Way of the Midlands has a contractual agreement with the Community Health Charities of Nebraska (CHC) whereby these two agencies would conduct a joint fund-raising campaign in the counties of Douglas, Sarpy, and Pottawattamie. Under the contract, CHC receives 4.75% of the “adjusted net campaign contributions” as defined by the terms of the agreement.

The United Way of the Midlands has agreed to be a national distributor for certain companies. Payroll deductions are forwarded to the United Way of the Midlands where these funds are distributed on a quarterly basis to all United Way organizations. No administrative fee is charged, however, the short-term income earned on the funds while they reside in the Organization’s accounts is used to offset the cost of providing this service. As of June 30, 2022, \$241,688 was included in cash and cash equivalents and in undistributed funds payable for the current period campaign.

NOTE M. ENDOWMENT FUNDS

The Organization maintains four endowment funds for which the income derived from the funds is restricted to be used as an annual pledge to the campaign or for other specific purposes. As required by generally accepted accounting principles, net assets and the changes therein associated with endowment funds, including funds designated by the Board of Directors to function as endowments are classified and reported based on the existence or absence of donor-imposed restrictions.

The Nebraska Uniform Prudent Management of Institutional Funds Act (NUPMIFA) was enacted April 4, 2007. NUPMIFA sets out guidelines to be considered when managing and investing donor restricted endowment funds. The Organization has interpreted NUPMIFA as requiring the preservation of the whole dollar value of the original gift as of the gift date of donor-restricted endowment funds absent explicit donor stipulations to the contrary.

As a result of this interpretation, the Organization classifies as net assets with donor restrictions the original value of gifts donated to the permanent endowment and the original value of subsequent gifts to the permanent endowment. Interest, dividends, and net appreciation (depreciation) of the donor-restricted endowment funds is classified according to donor stipulations, if any.

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE M. ENDOWMENT FUNDS - CONTINUED

Absent any donor-imposed restrictions, interest, dividends, and net appreciation (depreciation) of donor-restricted endowment funds is classified as net assets with donor restrictions until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by NUPMIFA.

In accordance with NUPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- 1) the duration and preservation of the endowment fund;
- 2) the purposes of the Organization and the donor-restricted endowment fund;
- 3) general economic conditions;
- 4) the possible effect of inflation or deflation;
- 5) the expected total return from income and the appreciation of investments;
- 6) other resources of the Organization; and
- 7) the investment policy of the Organization.

Investment Return Objectives, Risk Parameters and Strategies

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term.

Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk.

Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return.

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE M. ENDOWMENT FUNDS - CONTINUED

Therefore, the Organization expects its endowment assets, over time, to produce an average rate of return of approximately 8% annually. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to not expose the fund to unacceptable levels of risk.

Spending Policy

The Organization has a policy for the assets held by the Omaha Community Foundation of appropriating for distribution each year 4.5% of its endowment fund's market value as of December 31 of the year preceding the calendar year in which the distribution is planned. This amount is restricted to be utilized as a perpetual gift to the annual United Way of the Midlands campaign drive. In establishing this policy, the Organization considered the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, some of which must be maintained in perpetuity because of donor-restrictions, and the possible effects of inflation.

The Organization has a trust which must be maintained in perpetuity. The Organization has a policy for the assets held by the bank under the trust of appropriating for distribution each year 4.5% of its market value as of June 30 of the year preceding the fiscal year in which the distribution is planned. This amount is restricted to serve those with developmental and intellectual disabilities.

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE M. ENDOWMENT FUNDS - CONTINUED

The composition of net assets by type of endowment fund at
June 30, 2022

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment	\$ -	\$ 3,528,626	\$ 3,528,626
Quasi-endowment	3,244,415	-	3,244,415
Total	<u>\$ 3,244,415</u>	<u>\$ 3,528,626</u>	<u>\$ 6,773,041</u>

Changes in
Endowment Net Assets
Year ended June 30, 2022

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year	\$ 3,159,833	\$ 4,350,467	\$ 7,510,300
New contributions	1,460,532	-	1,460,532
Investment return, net	(692,992)	(321,000)	(1,013,992)
Appropriation of endowment assets for expenditure	(682,958)	(500,841)	(1,183,799)
Endowment net assets, end of year	<u>\$ 3,244,415</u>	<u>\$ 3,528,626</u>	<u>\$ 6,773,041</u>

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE N. LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of June 30, 2022, comprise the following:

	FY2022
Cash and cash equivalents	\$ 2,852,742
Contributions receivable	4,479,162
Investments	10,302,837
Beneficial interest in net assets held by the Omaha Community Foundation	1,822,362
Total financial assets	19,457,103
Donor imposed restrictions	
Perpetual in nature	(3,425,544)
Purpose restrictions	(490,102)
Time-restricted for future periods	(279,136)
Net financial assets after donor imposed restrictions	15,262,322
Internal designations	
Board designated reserves	(5,867,898)
Board designated reserves for Goodfellows	(254,504)
Board designated for Goodfellows	(763,513)
Quasi endowments	(3,244,415)
Financial assets available to meet cash needs for general expenditures within one year	\$ 5,131,991

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE N. LIQUIDITY AND AVAILABILITY – CONTINUED

The Organization receives contributions designated by donors and considers contributions designated for programs which are ongoing, major and central to its operations to be available to meet cash needs for general expenditures. For the year ended June 30, 2022, designated contributions of \$1,270,958 were included in the financial assets available to meet cash needs for general expenditures within one year.

The Organization's endowment funds consist of donor-restricted endowments and funds designated by the Board as endowments. Income from donor-restricted endowments is restricted for specific purposes, with the exception of the amounts available for general use. Donor-restricted endowment funds are not available for general expenditure.

The quasi-endowment of \$3,244,415 is subject to an annual spending rate of 4.5% as described in Note M. Although the Organization does not intend to spend from this quasi-endowment, unless approved by the Board for specific program purposes, these amounts could be available if necessary.

The board designated reserves of \$6,122,402 is made up of three months of operating expenses and payout to community partner agencies, proceeds from the sale of a prior building and funds designated by the Board to supplement programs not funded by the annual campaign. These amounts are available for spending, subject to Board approval. These board designated reserves along with \$5.1M of funds available for general expenditures in the next fiscal year from above combine to \$11.2M of funds available to meet expenditures in the next year.

The Organization manages its liquidity and reserves following three guiding principles: operating within a prudent range of financial soundness and stability, maintaining adequate liquid assets to fund near-term operating needs and maintaining sufficient reserves to provide reasonable assurance that long-term obligations will be discharged.

NOTE O. DIRECT COMMUNITY SERVICES

Community Impact

This function is dedicated to encouraging community engagement, mobilization, and sharing a community vision. Activities include building community relationships, promotion of community involvement in priority issues, and advocating for the support of priority services. Additional activities include prioritization and research for initiative development, outcome measure development and assessment, and service implementation through fund distribution, economic development strategies, and agency designation management.

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE O. DIRECT COMMUNITY SERVICES – CONTINUED

As a direct result of the strategic planning process, United Way’s vision, going forward, calls for the organization to engage the passion, energy and resources of community partners and leaders, working together to help underserved vulnerable populations and improve people’s lives to strengthen our entire metro area in the long-term.

United Way will be accountable to the community for achieving and communicating results of its own work, that of its partners and grant recipients. It will serve the most vulnerable among us by supporting the local safety net and take the next critical step – committing to solutions on some of our area’s biggest human challenges.

Other Program Services

Information and Referral

When a caller dials 2-1-1, they find easy access to health and human service programs in Nebraska and Iowa. Certified Resource Specialists develop and maintain a computerized comprehensive database of nearly 4,000 health and human service programs. Individuals who need help, often in crisis situations, are connected with the right community resources by Certified Information and Referral Specialists who use the vast database. As well, individuals and groups that want to volunteer to help others can also be linked with local nonprofit groups. The 2-1-1 community resource database is also available on our website, www.ne211.org. The information gathered from both agencies and callers helps to identify gaps in local human services, which can assist local policy makers with future planning efforts. Effective October 2019 with the help of funding from the State of Nebraska, the NE211 Helpline was manned 24x7x365.

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE O. DIRECT COMMUNITY SERVICES – CONTINUED

Court Referral

Court Referral provides an alternative to incarceration for offenders, both youth and adults, who have been ordered by the judicial system to make retribution to the community through volunteer service. Trained specialists provide placement, monitoring and reporting services to ensure the successful completion of court ordered hours. These individuals are placed in not-for-profit organizations to provide much needed assistance in carrying out each host organization's mission. The individuals gain and enhance marketable social and job skills. The judicial system gains a cost-effective means for managing offenders. The entire community is impacted and receives benefits from this program.

Comprehensive Volunteerism

United Way of the Midlands links prospective volunteers with local nonprofit organizations that need the help. These can be one-time, monthly or more regular volunteer projects that meet the skills and schedule of the volunteering individual or group. Also, volunteer leadership and management skills are developed and implemented through referral, training, recognition and consultation for both program service volunteers and those who wish to serve on policy making boards at local nonprofits. A community volunteer opportunity database is available on the Organization's website.

Jobs for America's Graduates (JAG)

Effective July 2020, United Way of the Midlands agreed to provide services to the Nebraska Department of Labor (NDOL) regarding implementation and operation of the JAG Model in Nebraska. This program established JAG accredited programs at Nebraska schools (approved in advance by NDOL) with the purpose of helping junior high and high school students overcome obstacles and build skills so they are set up for success in the classroom and workplace. This program is funded in large part by an agreement with NDOL consisting of funds provided through the United States Department of Labor and Temporary Assistance for Needy Families (TANF) funds through the United States Department of Health and Human Services.

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE O. DIRECT COMMUNITY SERVICES – CONTINUED

Goodfellows

In November 2020, United Way of the Midlands entered into an agreement with the Omaha World Herald to transfer responsibility of the Goodfellows program to the United Way. All assets, liabilities and back-office administration of this program were transferred to United Way. At that time, United Way accepted full responsibility of the fundraising and program duties of Goodfellows. The Goodfellows program was established in the 1890's to help those in our community who had fallen on hard times, including people between jobs, the elderly, the ill, those who have experienced abuse and those facing a personal crisis with nowhere else to turn. In partnering with Goodfellows the United Way will continue to help individuals and families stay in their homes, put food on the table and keep the lights and heat on during these difficult times.

Emergency Rental Assistance Program

In April 2021, United Way of the Midlands was selected as a partner agency supporting Metro Area Continuum of Care for the Homeless (MACCH) in the distribution of the City of Omaha's \$22 million grant from the U.S. Department of Treasury Emergency Rental Assistance funds. These funds are to assist Omaha citizens with rental and utility assistance due to the COVID-19 pandemic. Distributions of these funds began in July 2021.

NOTE P. UNITED WAY WORLDWIDE'S COST DEDUCTION STANDARDS

United Way of the Midlands has committed to comply with the United Way Worldwide's cost deduction standards, which govern how expenses are recovered from contributions designated to specific agencies or other United Way organizations. United Way of the Midlands has also committed to all of the other United Way Worldwide membership requirements and provides a written compliance certification to the Board of Directors and the United Way Worldwide on an annual basis.

NOTE Q. CONCENTRATION OF RISK

The Organization maintains its cash at various financial institutions insured by the Federal Deposit Insurance Corporation (FDIC). These accounts, at times, may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents. As of June 30, 2022, cash and cash equivalents included \$4,936,638 held in one commercial bank. As of June 30, the uninsured and uncollateralized portion of this balance was \$4,686,638.

United Way of the Midlands
NOTES TO FINANCIAL STATEMENTS – CONTINUED
For the year ended June 30, 2022

NOTE R. RELATED PARTY TRANSACTIONS

Material related party transactions as defined by (ASC) 850 involving the United Way of the Midlands for year ending June 30 included:

- United Way of the Midlands Board of Director membership includes executives from various organizations. These organizations respectively received payments of \$559,546 for health and dental insurance premiums and \$443,746 for credit card purchases.
- The Board of Directors for United Way of the Midlands contributed \$172,399 to the 2021 campaign in fiscal year 2022.

NOTE S. OPERATING LEASES

On May 26, 2015, the United Way of the Midlands entered into a lease for its administrative offices for ten years and 3 months; commencing on September 1, 2015, and ending on November 30, 2025. The lease contains two options to renew for sixty months each.

The future minimum annual rental payments per fiscal year are as follows:

Year ending June 30:

2023	\$ 344,545
2024	351,368
2025	358,353
2026	150,527

NOTE T. SUBSEQUENT EVENTS

Subsequent events have been assessed through October 3, 2022, which is the date the financial statements were available to be issued, and management has concluded there were no events or transactions that would require recognition or disclosure in the financial statements other than those already disclosed.

Supplementary Information

United Way of the Midlands
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2022

Federal Grantor / Program or Cluster Title	Pass-Through Entity	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
U.S. Department of Labor					
Employment Service Cluster / Employment Service/Wagner-Peyser Funded Activities	Nebraska Department of Labor	17.207	023-0020-2020	\$ -	\$ 347,641
U.S. Department of Education					
COVID-19 Governor's Emergency Education Relief Fund	Nebraska Department of Labor	84.425C	023-0009-2022	-	97,536
Centers for Disease Control and Prevention					
COVID-19 Immunization Cooperative Agreements - COVID-19 Hotline	Nebraska Department of Health and Human Services	93.268	64606 Y3	23,000	31,000
COVID-19 Immunization Cooperative Agreements - COVID-19 Hotline	United Way of Central Iowa	93.268	5882CV01	-	45,291
Total Centers for Disease Control and Prevention				<u>23,000</u>	<u>76,291</u>
U.S. Department of Health and Human Services					
477 Cluster / Temporary Assistance for Needy Families	Nebraska Department of Labor	93.558	023-0020-2020	-	959,675
Corporation for National and Community Service					
AmeriCorps	ServeNebraska	94.006	19AFHNE0010019	-	67,775
Total Expenditures of Federal Awards				<u>\$ 23,000</u>	<u>\$ 1,548,918</u>

United Way of the Midlands
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2022

Note 1: Basis of Presentation

The accompanying schedule of expenditures of federal awards (the “Schedule”) includes the federal award activity of United Way of the Midlands under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of United Way of the Midlands, it is not intended to and does not present the financial position, changes in net assets or cash flows of United Way of the Midlands.

Note 2: Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance or other applicable regulatory guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

Note 3: Indirect Cost Rate

United Way of the Midlands has elected to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.



1120 S. 101st Street, Suite 410 / Omaha, NE 68124

P 402.392.1040 / F 402.392.1772

forvis.com

**Report on Internal Control Over Financial Reporting and on
Compliance and Other Matters Based on an
Audit of Financial Statements Performed in Accordance with
*Government Auditing Standards***

Independent Auditor's Report

Board of Directors
United Way of the Midlands
Omaha, Nebraska

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of United Way of the Midlands, which comprise United Way of the Midlands' statement of financial position as of June 30, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 3, 2022.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered United Way of the Midlands' internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the United Way of the Midlands' internal control. Accordingly, we do not express an opinion on the effectiveness of the United Way of the Midlands' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the United Way of the Midlands' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matter that is required to be reported under Government Auditing Standards and which is described in the accompanying schedule of findings schedule of findings questioned costs as item 2022-001.

United Way of the Midlands' Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on United Way of the Midlands' response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The United Way of the Midlands' response was not subjected to the other auditing procedures applied in the audit of the financial statements, and accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

FORVIS, LLP

Omaha, Nebraska
October 3, 2022



1120 S. 101st Street, Suite 410 / Omaha, NE 68124

P 402.392.1040 / F 402.392.1772

forvis.com

Report on Compliance for the Major Federal Program and Report on Internal Control Over Compliance

Independent Auditor's Report

Board of Directors
United Way of the Midlands
Omaha, Nebraska

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited United Way of the Midlands' compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on United Way of the Midlands' major federal program for the year ended June 30, 2022. United Way of the Midlands' major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, United Way of the Midlands complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2022.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the "Auditor's Responsibilities for the Audit of Compliance" section of our report.

We are required to be independent of United Way of the Midland and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of United Way of the Midlands' compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to United Way of the Midlands' federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on United Way of the Midlands' compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about United Way of the Midlands' compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding United Way of the Midlands' compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of United Way of the Midlands' internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of United Way of the Midlands' internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as item 2022-001. Our opinion on the major federal program is not modified with respect to this matter.

Government Auditing Standards requires the auditor to perform limited procedures on United Way of the Midlands' response to the noncompliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. United Way of the Midlands' response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response. United Way of the Midlands is responsible for preparing a corrective action plan to address each audit finding included in our auditor's report. United Way of the Midlands' corrective action plan was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on it.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the “Auditor’s Responsibilities for the Audit of Compliance” section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as identified as above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

FORVIS,LLP

Omaha, Nebraska
October 3, 2022

United Way of the Midlands
Schedule of Findings and Questioned Costs - Continued
Year Ended June 30, 2022

Section II – Financial Statement Findings

Reference Number	Finding
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No matters are reportable.

Section III – Federal Award Findings and Questioned Costs

Reference Number	Finding
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2022-001	<p>U.S. Department of Health and Human Services Nebraska Department of Labor – Temporary Assistance for Needy Families – 93.558</p>
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Criteria or Specific Requirement – Management is responsible for implementing and effectively operating internal controls over compliance to mitigate the risk of misuse of the Organization’s federal funds and ensure participating students are eligible based on financial need. The Temporary Assistance for Needy Families (TANF) funds may be used for expenses related to Job’s for America’s Graduates (JAG) Program, which helps low-income students with additional resources in middle and/or high school to help the students graduate. To be eligible for the JAG Program, which is funded by the TANF funds, the students must be low-income, evidenced by qualification for free or reduced lunch.

Condition – Two students were identified by the auditor in relation to the eligibility compliance requirement that were either: a) not eligible for the program, or b) had no support proving the student was eligible to participant in the program. The low-income student participation percentages applied to JAG Program costs were overstated based on the one ineligible student identified. This percentage is used to determine TANF eligible JAG Program expenses, which as result were overstated.

Questioned Costs – Questioned costs are unknown due to the complexity of the monthly low-income student participation percentage applied to school specific costs resulting in the TANF eligible JAG program expenses.

Context – Out of a population of 856 participating students, FORVIS selected 40 for testing. There were 2 students that were either a) not eligible for the program or b) had no support proving the student was eligible to participant in the program. This impacts the low-income student participation percentage used in the calculation of JAG Program related allowable costs.

Effect – The low-income student participation percentages applied to JAG Program costs charged to the TANF grant were overstated.

Cause – JAG Program policies implemented by United Way of the Midlands, including documentation retention, were not adhered to.

United Way of the Midlands
Schedule of Findings and Questioned Costs - Continued
Year Ended June 30, 2022

Reference Number	Finding
	<p><i>Recommendation</i> – Management should consider changes to their JAG Program policies, including documentation requirements and retention, as well as perform a more detailed review of student’s eligibility to ensure the low-income student participation percentage is correctly stated and applied to JAG program expenses each month to properly calculate TANF allowable costs.</p> <p><i>View of Responsible Officials and Planned Correction Action</i> - United Way of the Midlands (UWM) has reviewed and updated its policies, procedures and training within the JAG Program to improve retention of eligibility documentation and, in the event such documentation is no longer available, document the validation of eligibility requirements used to support Management’s decision on the applicant’s eligibility. This is fully documented in our Quality Assurance SOP (Standard Operating Procedures). UWM also implemented an additional detective internal control in our JAG Nebraska Invoicing SOP that requires a UWM Finance member independent of the eligibility onboarding process to audit monthly a small sampling of students for proper documentation and eligibility related to TANF invoicing. Management will monitor this regularly throughout the year to ensure procedures are being followed as documented. All changes have been implemented.</p>

United Way of the Midlands
Summary Schedule of Prior Audit Findings
Year Ended June 30, 2022

Reference Number	Summary of Finding	Status
No matters are reportable.		



October 3, 2022

RE: Corrective Action Plan resulting from FORVIS audit

2022-001 **U.S. Department of Health and Human Services | Nebraska Department of Labor – Temporary Assistance for Needy Families – 93.558**

Criteria or Specific Requirement – Management is responsible for implementing and effectively operating internal controls over compliance to mitigate the risk of misuse of the Organization’s federal funds and ensure participating students are eligible based on financial need. The Temporary Assistance for Needy Families (TANF) funds may be used for expenses related to Job’s for America’s Graduates (JAG) Program, which helps low-income students with additional resources in middle and/or high school to help the students graduate. To be eligible for the JAG Program, which is funded by the TANF funds, the students be low-income, evidenced by qualification for free or reduced lunch.

Planned Corrective Actions (Management’s Response) – United Way of the Midlands (UWM) has reviewed and updated its policies, procedures and training within the JAG Program to improve retention of eligibility documentation and, in the event such documentation is no longer available, document the validation of eligibility requirements used to support Management’s decision on the applicant’s eligibility. This is fully documented in our Quality Assurance SOP (Standard Operating Procedures). UWM also implemented an additional detective internal control in our JAG Nebraska Invoicing SOP that requires a UWM Finance member independent of the eligibility onboarding process to audit monthly a small sampling of students for proper documentation and eligibility related to TANF invoicing. Management will monitor this regularly throughout the year to ensure procedures are being followed as documented. All changes have been implemented.

Anticipated Completion Date – October 15th, 2022

Sincerely,

A handwritten signature in black ink, appearing to read "Travis Klein".

Travis Klein
tklein@UWMidlands.org
402-830-1942