

**State of Nebraska State Purchasing Bureau
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Phone: (402) 471-6500

SOLICITATION NUMBER	RELEASE DATE
RFP 5995 Z1	January 9, 2019
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 4, 2019 2:00 P.M. Central Time	Annette Walton / Nancy Storant

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 5995 Z1 for the purpose of selecting a qualified bidder to provide Full Service Case Management for Child Welfare Services. A more detailed description can be found in Section V. The resulting subaward may not be an exclusive subaward as the State reserves the right to subaward for the same or similar services from other sources now or in the future. Under federal law, the resulting contract awarded will also be a "subaward," and the Contractor will also be a "subrecipient," as defined by 45 CFR § 75.2.

The term of the subaward will be five (5) years commencing upon execution of the subaward by the State and the bidder (Parties). The subaward includes the option to renew for two (2) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this subaward beyond the termination date when mutually agreeable to the Parties.

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

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this RFP will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

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

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and

attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

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INTRODUCTION

The Department of Health and Human Services (DHHS), Division of Children and Family Services (CFS) is dedicated to providing child welfare services in the least intrusive and least restrictive manner possible. Services offered are based on family voice and choice and designed to give families and children the opportunity to safely preserve their family whenever possible, engage with both formal and informal community resources, strengthen parents' protective capacity in order to keep children safe from harm, meet the needs of children and families as identified through the assessment process, be culturally humble, and include parents, siblings, and extended family.

The CFS continuum of services includes prevention activities and coordination, child protective services that focus on the safety, health and wellbeing of the child, parental and sibling engagement, family voice and choice in service provision, respite, resource families and independent living, adoption, domestic violence, safety, mental health, substance abuse and treatment services, as well as educational initiatives. These services are provided by CFS personnel or through contracted vendors.

CFS seeks a single external entity to provide full service case management, including the development and purchase of the full array of services to meet the needs of children and families in the Eastern Service Area of Nebraska. This service area is composed of the two counties, Douglas and Sarpy, with a combined population of 675,950 people. Douglas County is the most populous and urban county in the State of Nebraska. The Eastern Service Area has 40 percent of child welfare cases in the State of Nebraska, including a variety of families from different socio-economic and cultural backgrounds.

The Subrecipient selected to provide services to the Eastern Service Area will receive assignments based on the following process:

- Calls of reported child abuse and neglect come into the statewide reporting hotline and are screened by hotline staff. Some calls may not be accepted based on statutory requirements. Some families may be referred to the Alternate Response program. Alternative Response is a program that helps families with less severe reports of child abuse and/or neglect, connect with the supports and services they need in order to enhance the parent's ability to keep their children safe and healthy. The Alternative Response program is not a part of this RFP.
- If the report is opened for investigation, information is gathered to complete a safety assessment (within 24 hours of contact) and a risk assessment (within 30 days). The decision points of the safety and risk assessments determine if further CFS involvement is needed. If there is not a safety issue but the family has other unmet needs, CFS will refer the case to available community programs.
- If a case is opened for ongoing CFS involvement, either through court or non-court services, a referral will be made to the Subrecipient for the provision of ongoing services and case management.
- This referral will be made through a written formal document as well as a meeting to discuss the case to ensure a streamlined information exchange.
- The CFS investigative worker and the subrecipient's newly assigned case management worker will meet with the family together either at the home or at the first court hearing, to transfer case management responsibilities.

Summary of Key Roles and Responsibilities in Eastern Service Region under the subaward:

Role of CFS	Subrecipient	Courts
Abuse Hotline	Family Preservation	Assign Custody
Investigations	On-going case management	Hold review hearings
Legal Services	Service coordination	Case/custody closure
N-Focus SAQWIS System	Recruit Resource Families	
License Residential Providers	Foster Care	
	Adoptions	

Through this subaward, a Subrecipient must deliver high quality case management and child protection services, including provision of Well-Supported, Supported, and Promising Practice evidence-based models that strengthen families and build protective factors in families, in compliance with the federal Families First Preservation Services Act (FFPSA), part of the Bipartisan Budget Act of 2018 (H.R. 1892). When family preservation is not possible, the Subrecipient will ensure the recruitment and retention of culturally humble resource families to care for the child(ren), ensure the delivery of trauma-informed services, and engage and support the biological parents in the reunification process. If permanency is not attained for the child in a timely manner, then the Subrecipient will provide an array of culturally humble adoptive parents willing to provide a forever family to the child who support the engagement of the child in cultural activities and maintain sibling connections whenever possible.

GLOSSARY OF TERMS

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

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

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

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

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

Agreement: A contract or subaward, as defined herein, or both, as context provides.

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

Amendment: A written correction or alteration to a document.

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

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

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

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

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

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

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

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

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

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

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

Change Order: Document that provides amendments to an executed purchase order or subaward.

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

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

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

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

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade

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

Continuous Quality Improvement Culture: Behaviors and beliefs of Subrecipient personnel that constantly and consistently promote quality improvement in work and service delivered to clients.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement. See Subaward.

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

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Subrecipient. Contract management also encompasses contract monitoring which includes, but is not limited to, both on and offsite document and practice review focused on outcomes and objectives specified in the contract document.

Contract / Subaward Period: The duration of the contract / subaward.

Contractor: Any individual or entity having a contract to furnish commodities or services. See also Subrecipient.

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

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

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

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

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

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

Discharge: The formal act of ending a service or case.

Eastern Service Area: The geographic area of Douglas and Sarpy counties in Nebraska, designated for case management services.

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

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

Evidence-Based: Well-researched interventions with clinical experience and ethics, and client preferences and culture to guide and inform the delivery of treatments and services as referenced in the Families First Prevention Services Act (FFPSA). Evidence-based models, as indicated in the FFPSA include Well-supported, Supported, and Promising Practice models.

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

Federal Funding Agency: The United States Department of Health and Human Services (HHS).

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor.

Vendor is responsible for all claims associated with damages during delivery of product.

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

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

Independent Living Services: Services which prepare youth ages 14 to 19 for making the transition from adolescence to adulthood. Independent Living Services will include services who are expecting to be a parent, and parenting a child.

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

Interested Party: A person, acting in their personal capacity, or an entity entering into a subaward or other agreement creating a legal interest therein.

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

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

Maltreatment: Any recent act or failure to act on the part of a parent or caretaker which results in death, serious physical or emotional harm, sexual abuse or exploitation; or, an act or failure to act which presents an imminent risk of serious harm.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

Must: See Mandatory/ Must and Shall/Will/Must.

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

Non-Federal Entity: As defined by 45 CFR § 75.2, a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit Organization: As defined by 45 CFR § 75.2, any corporation, trust, association, cooperative, or other organization, not including Institutions of Higher Education, that: (1) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; (2) Is not organized primarily for profit; and (3) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

Operational Start Date: Date the Subrecipient starts managing referred child welfare case under this agreement.

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

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

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

Permanency: When a child: is returned to his/her parent; legally adopted; legal guardianship has been established; or has

been placed in another permanent living situation.

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

Point of Contact (POC): The person designated to receive communications and to communicate.

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

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

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

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

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

Promising Practice: a practice shall be considered to be a promising practice if the practice is superior to an appropriate comparison practice using conventional standards of statistical significance (in terms of demonstrated meaningful improvements in validated measure of important child and parent outcomes, such as mental health, substance abuse, and child safety and well-being), as established by the results or outcomes of at least one study that:

1. Was rated by an independent systematic review for the quality of the study design and execution and determined to be well designed and well executed; and
2. Utilized some form of control (such as an untreated group, a placebo group, or a wait list study. (Div E of Bipartisan Budget Act of 2018, HR 1892, Families First Prevention Services Act.)

Proposal: See Bid/Proposal.

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

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

Provisionally Licensed – A time-limited, non-renewable license issued to an applicant who is unable to comply with all licensure requirements and standards, and is capable of compliance within the time period stated on the license.

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

Quality Assurance: A program for the systematic monitoring and evaluation of the various aspects of a project, service, or facility to ensure that standards of quality are being met.

Quality Assurance Review: A critical evaluation of a project, service, or facility to ensure that all standards of quality are met.

Quality Improvement Process: A system involving the measurement, analysis, and actions taken to improve quality in services, treatment, or care.

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

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

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

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

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

Resource Family: A family, subawarded through an accredited agency that has a child placing licensing license, who provides placement and permanency for children, support and education for parents, as well as supervised visitation for families whose children have been removed from the parental home due to abuse and/or neglect.

Resource Family Home: The residence in which a Resource Family lives and provides services as a Resource Family. (see Resource Family).

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

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

Second Tier Subaward: an award provided by Subrecipient to another subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity.

Second Tier Subrecipient: A non-Federal entity that receives a subaward from the Subrecipient to carry out part of a Federal program.

Secure Transportation: Providing for the safe, secure, and humane treatment of youth during transport to a secure facility or psychiatric facility. Transportation Secure shall include the use of the least restrictive mechanical restraint available that allows for the safety and security of the youth, while preserving the dignity of the youth transported.

Service Area: geographic area designated by the Division of Children and Family Services for case management services. The Division of Children and Family Services has five service areas in Nebraska; Eastern, Central, Northern, Southeast, and Western.

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

State Business Days: Days of the week considered as working days by the State of Nebraska, not including weekends or State holidays.

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subaward: As defined in 45 CFR § 75.2, an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. See Contract.

Subcontractor: Individual or entity with whom the Subrecipient enters a subaward to perform a portion of the work awarded to the Subrecipient. See also Second Tier Subrecipient.

Subrecipient: The non-Federal entity (as defined by 45 CFR § 75.2) that receives a Subaward from a pass-through entity to carry out part of a Federal program. See Contractor.

Substantiated: An investigation disposition that concludes that the allegation of maltreatment or risk of maltreatment was supported or founded by state law or policy.

Supported Practice: a practice shall be considered to be a supported practice if the practice is superior to an appropriate comparison practice using conventional standards of statistical significance (in terms of demonstrated meaningful improvements in validated measures of important child and parent outcomes, such as mental health, substance abuse, and child safety and well-being), as established by the results or outcomes of at least one (1) study that:

1. Was rated by an independent systematic review for the quality of the study design and execution and determined to be well-designed and well-executed;
2. Was a rigorous random controlled trial (or; if not available, a study using a rigorous quasi-experimental research design);
3. Was carried out in a usual care practice setting; and
4. The study described established that the practice has a sustained effect (when compared to a control group) for at least six (6) months beyond the end of the treatment. (Div E of Bipartisan Budget Act of 2018, HR 1892, Families First Prevention Services Act.)

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

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

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors, Second Tier Recipients, or agents, and their employees. It shall not include any entity or person who is an interested Party to the subaward or agreement.

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

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

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

Utilization Management: The use of techniques that allow the Subrecipient to manage the cost of services by assessing its appropriateness before it is provided using evidence-based criteria or guidelines.

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

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

Well-Supported Practice: A practice shall be considered to be a well-supported practice if the practice is superior to an appropriate comparison practice using conventional standards of statistical significance (in terms of demonstrated meaningful improvements in validated measures of important child and parent outcomes, such as mental health, substance abuse, and child safety and well-being), as established by the results or outcomes of at least two (2) studies that:

1. Were rated by an independent systematic review for the quality of the study design and execution and determined to be well-designed and well-executed
2. Were rigorous random controlled trials (or, if not available, studies using a rigorous quasi-experimental research design);
3. Were carried out in a usual care or practice setting; and
4. At least one of the studies described established that the practice has a sustained effect (when compared to a control group) for at least one (1) year beyond the of treatment. (Div E of Bipartisan Budget Act of 2018, HR 1892, Families First Prevention Services Act.)

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified bidders who will be responsible for providing Full Service Case Management for Child Welfare Services at a competitive and reasonable cost.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this RFP, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the RFP.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Annette Walton / Nancy Storant Buyer(s)
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

From the date the RFP is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the bidder may communicate with individuals the State has designated as responsible for negotiating the subaward on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The POC will issue any clarifications or opinions regarding this RFP in writing. Only the buyer can modify the RFP, answer questions, render opinions, and only the SPB or awarding agency can award a subaward. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this RFP.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts, subawards or obligations;
2. Contact required by the schedule of events or an event scheduled later by the RFP POC; and
3. Contact required for negotiation and execution of the final subaward.

The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a subaward if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release RFP	January 9, 2019
2.	Last day to submit written questions	January 23, 2019
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	February 6, 2019
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	April 4, 2019 2:00 PM Central Time
5.	Review for conformance to RFP requirements	April 5, 2019
6.	Evaluation period	April 8, 2019 Through April 22, 2019
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	May 15, 2019
9.	Subaward finalization period	May 14, 2019 Through June 14, 2019
10.	Award of subaward	July 1, 2019
11.	Subrecipient start date	January 1, 2020

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5995 Z1; Full Service Case Management for Child Welfare Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The subaward will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that bidders submit questions using the following format.

RFP Reference	Section	RFP Number	Page	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

E. PRICES

Prices submitted on the cost proposal form shall remain fixed for the first two (2) years of the contract. Any annual request for an increase in the annual Not To Exceed amount, subsequent to the first two (2) years of the subaward shall not exceed five percent (5%) of the previous annual Not to Exceed amount. Increases will not be cumulative across the remaining periods of the subaward. Requests for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current subaward year. Documentation will be required by the State to support the increase in the annual Not To Exceed amount. Documentation must show an increase in external cost outside of the control of the Subrecipient.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the subaward by the parties. Per federal law, no profit may be made from this subaward. See 45 CFR § 75.400.

F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

Subrecipient must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The Subrecipient who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the subaward.

G. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a subaward if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from receiving a subaward with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The bidder shall include this clause in any subcontract or Second Tier Subaward entered into for the exclusive purpose of performing this subaward.

Bidder shall have an affirmative duty to report any violations of this clause by the bidder throughout the bidding process, and throughout the term of this subaward for the awarded Subrecipient and their subcontractors / Second Tier Subrecipients.

H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

I. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP.

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

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

J. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, including any activity related to bidding on this RFP.

K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

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

L. BID CORRECTIONS

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

M. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

N. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Vendors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Technical Approach;
6. Completed State Cost Proposal Template; and,
7. Completed Attachment 1: Award of Initial Funds.

P. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

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

Q. EVALUATION OF PROPOSALS

All proposals that are responsive to the RFP will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

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

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

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

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

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

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

Evaluation criteria will be released with the RFP.

R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

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

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

S. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

T. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a subaward.

U. AWARD

The State reserves the right to evaluate proposals and award subawards in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the RFP process, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position;

4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive subawards.

The RFP does not commit the State to award a subaward. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

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

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to 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 RFP, 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 RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the subaward. 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 RFP Response (Initial)	NOTES/COMMENTS:

The subaward resulting from this RFP shall incorporate the following documents:

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

These documents constitute the entirety of the subaward.

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 RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Subrecipient'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 RFP Response (Initial)	NOTES/COMMENTS:

Subrecipient and State shall identify the subaward manager who shall serve as the point of contact for the executed subaward.

Communications regarding the executed subaward 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 three (3) calendar days following deposit in the mail.

C. NOTICE (POC)

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

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this subaward, 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 subaward 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 subaward 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 subaward, 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 subaward 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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

F. CHANGE ORDERS

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

The State and the Subrecipient, upon the written agreement, may make changes to the contract within the general scope of the RFP. 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 subaward shall not be deemed a change. The Subrecipient may not claim forfeiture of the subaward by reasons of such changes.

The Subrecipient shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Subrecipient 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 Subrecipient's proposal, were foreseeable, or result from difficulties with or failure of the Subrecipient's proposal or performance.

No change shall be implemented by the Subrecipient until approved by the State, and the subaward 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 subaward and law.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Subrecipient breaches the subaward or anticipates breaching the subaward, the Subrecipient 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 subaward. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the subaward 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 subaward does not waive the right to immediately terminate the subaward for the same or different subaward breach which may occur at a different time. In case of default of the Subrecipient, the State may subaward the service from other sources and hold the Subrecipient responsible for any excess cost occasioned thereby.

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

I. NON-WAIVER OF BREACH

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

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.

J. REMEDIES FOR NONCOMPLIANCE

Acknowledge (Initial)	NOTES/COMMENTS:

DHHS may, if Subrecipient fails to comply with federal statutes, regulations, Title IV-E state plan, or with the terms of the Subaward:

1. Impose any of the Specific Conditions listed in 45 CFR § 75.207;
2. Temporarily withhold any payments pending the correction of the deficiency by Subrecipient;
3. Disallow all or part of the cost of the activity or action not in compliance;
4. Wholly or partly suspend or terminate Subaward (see also Termination, below, and Breach, above);
5. Recommend suspension or debarment proceedings be initiated by the Federal Funding Agency; and
6. Take any other remedies that may be legally available.

If DHHS imposes items 3, 4, or 6, above, DHHS may withhold future payments, or seek repayment to recoup costs paid by DHHS, or both.

Failures to comply include, but are not limited to, Subrecipient's inability to meet or exceed the federal standards contained in FFPSA. If this, or any other failure by Subrecipient to comply with any federal statute, regulation, Title IV-E state plan, or term of this Subaward, is a proximate cause of any reduction in federal funds to DHHS, DHHS may disallow costs under this Subaward in an amount up to DHHS' reduction in federal funding. Nothing in this section shall limit any other legal remedies available to DHHS.

K. SEVERABILITY

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

If any term or condition of the subaward 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 subaward did not contain the provision held to be invalid or illegal.

L. INDEMNIFICATION

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

1. GENERAL

The Subrecipient 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 Subrecipient, its employees, subcontractors, consultants, representatives, and agents, resulting from this subaward, except to the extent such Subrecipient liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Subrecipient 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 Subrecipient or its employees, subcontractors, Second Tier Subrecipients, consultants, representatives, and agents; provided, however, the State gives the Subrecipient prompt notice in writing of the claim. The Subrecipient 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 Subrecipient has indemnified the State, the Subrecipient shall, at the Subrecipient’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 Subrecipient, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Subrecipient 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, and, Second Tier subrecipients and their employees provided by the Subrecipient.

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, Subrecipient may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

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

M. ATTORNEY'S FEES

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

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

N. PERFORMANCE BOND

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

The Subrecipient will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the subaward to include any renewal and/or extension periods. The amount of the bond must be an established dollar amount \$1,000,000. The bond will guarantee that the Subrecipient will faithfully perform all requirements, terms and conditions of the subaward. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the subaward.

O. ASSIGNMENT, SALE, OR MERGER

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

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

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

P. FORCE MAJEURE

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the subaward 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 RFP 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 subaward and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Subrecipient 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 subaward.

S. LONG-TERM CARE OMBUDSMAN (Statutory)

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

T. EARLY TERMINATION

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

The subaward may be terminated as follows:

1. The State and the Subrecipient, by mutual written agreement, may terminate the subaward at any time however, the two parties must agree, in writing, upon the termination conditions, including the effective date and, in case of partial termination, the portion to be terminated.
2. The State, in its sole discretion, may terminate the subaward for any reason upon thirty (30) calendar day's written notice to the Subrecipient. Such termination shall not relieve the Subrecipient of warranty or other service obligations incurred under the terms of the subaward. In the event of termination the Subrecipient 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 subaward immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Subrecipient 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 Subrecipient or of any substantial part of the Subrecipient 's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the subaward by its Subrecipient, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Subrecipient 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 Subrecipient has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Subrecipient 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. Subrecipient intentionally discloses confidential information;
 - h. Subrecipient has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.
4. The Subrecipient may terminate the subaward upon sending written notification to DHHS setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if DHHS determines in the case of partial termination that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Federal award was made, DHHS may terminate the Subaward in its entirety. In either case, the effective date shall be as provided by the Subrecipient and may be no less than 180 (one-hundred and eighty) days.
5. All notices of termination must be consistent with 45 CFR § 75.372 and shall provide a notice period and effective date as set forth in this Subaward.

U. CONTRACT AND GRANT CLOSEOUT

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

1. The following closeout procedures apply to this subaward at the end of each federal fiscal year, except for (a), which shall apply at the end of the federal fiscal year and the end of the subaward term, and (e), which shall apply at the end of the subaward term only:

- a. The Subrecipient shall finalize and pay all costs for services provided under this subaward as follows:

Term	Deadline to Finalize and Pay Obligations
Initial subaward Start date through September 30, 2019	November 15, 2019
October 1, 2019 through September 30, 2020	November 15, 2020
October 1, 2020 through September 30, 2021	November 15, 2021
October 1, 2021 through September 30, 2022	November 15, 2022
October 1, 2022 through September 30, 2023	November 15, 2023
October 1, 2023 through September 30, 2024	November 15, 2024
October 1, 2024 through September 30, 2025	November 15, 2025
October 1, 2025 through September 30, 2026	November 15, 2026

These deadlines apply to all costs whether paid with state or federal funds, or both. Costs that are not finalized and paid by these deadlines shall not be reimbursed by DHHS, except that DHHS may authorize an extension, in writing, of the above deadlines. If DHHS has previously paid for an incurred cost that has not been finalized and paid by Subrecipient by the applicable deadline, DHHS may withhold additional payments to recoup that cost.

- b. Consistent with the terms of the federal award, and after all reports are received, DHHS shall make any necessary adjustments upward or downward in the federal share of costs.
- c. DHHS shall make prompt payments, as consistent with the terms set forth herein, for all costs allowable under the terms of this Subaward.
- d. Subrecipient shall immediately return to DHHS any unobligated balance of cash advanced or shall manage such balance in accordance with DHHS instructions.
- e. Within 30 days, except as otherwise stated herein, Subrecipient shall assist and cooperate in the orderly transition and transfer of subaward activities and operations with the objective of preventing disruption of services. This includes but is not limited to:
- i. Transfer all completed or partially completed deliverables to the State;
 - ii. Transfer ownership and title to all completed or partially completed deliverables to the State;
 - iii. Return to the State all information and data, unless the Subrecipient 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 Subrecipient's routine back up procedures;
 - iv. Cooperate with any successor Subrecipient, person or entity in the assumption of any or all of the obligations of this subaward;
 - v. Cooperate with any successor Subrecipient, person or entity with the transfer of information or data related to this subaward
 - vi. Return or vacate any state owned real or personal property; and
 - vii. Return all data in a mutually acceptable format and manner.

2. *Post-Closeout Adjustments and Continuing Responsibilities.* The closeout of the subaward does not affect any of the following:

- a. The right of DHHS to disallow costs and recover funds on the basis of a later audit or other review. DHHS shall make any cost disallowance determination and notify Subrecipient within the record retention period.
- b. The obligation of Contractor to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
- c. Audit requirements in 45 CFR § 75 Subpart F.
- d. As applicable, property management and disposition requirements in Subpart D—Post Federal Award Requirements in 45 CFR §§ 75.317 through 75.323.
- e. Records retention requirements contained herein.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

It is agreed that the Subrecipient 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 Subrecipient is solely responsible for fulfilling the subaward. The Subrecipient or the Subrecipient's representative shall be the sole point of subaward regarding all contractual matters.

The Subrecipient shall secure, at its own expense, all personnel required to perform the services under the subaward. The personnel the Subrecipient uses to fulfill the subaward 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 Subrecipient'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 Subrecipient to the subaward shall be employees of the Subrecipient, a Second Tier Subrecipient or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Subrecipient, Second Tier Subrecipient, or a subcontractor to fulfill the terms of the subaward shall remain under the sole direction and control of the Subrecipient, Second Tier Subrecipient, or the subcontractor respectively.

With respect to its employees, the Subrecipient 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 Subrecipient's employees, including all insurance required by state law;
3. Damages incurred by Subrecipient's employees within the scope of their duties under the subaward;
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 Subrecipient'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 Subrecipient, its officers, agents, or subcontractors or subcontractor's employees)

If the Subrecipient intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Subrecipient 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 Subrecipient to reassign or remove from the project any Subrecipient or subcontractor employee.

Subrecipient shall insure that the terms and conditions contained in any subaward or contract with a Second Tier Subrecipient or subcontractor does not conflict with the terms and conditions of this subaward.

The Subrecipient shall include a similar provision, for the protection of the State, in the subaward with any subcontractor engaged to perform work on this Subrecipient.

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

The Subrecipient 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 Subrecipient is an individual or sole proprietorship, the following applies:

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

The completed United States Attestation Form should be submitted with the RFP response.

2. If the Subrecipient indicates on such attestation form that he or she is a qualified alien, the Subrecipient agrees to provide the US Citizenship and Immigration Services documentation required to verify the Subrecipient's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Subrecipient understands and agrees that lawful presence in the United States is required and the Subrecipient 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 Subrecipient 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 Subrecipients 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 Subrecipient guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of subaward. The Subrecipient shall insert a similar provision in all subcontracts for services to be covered by any subaward / contract resulting from this RFP.

The Subrecipient shall comply with all civil rights and nondiscrimination law in the provision of the services under this Subaward. This includes, but is not limited to:

1. The Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.;
2. Federal regulations governing programs and services provided under grants from the U.S. Department of Health and Human Services (HHS) at: 45 CFR § 75.300; 45 CFR §§ 80 et seq. (nondiscrimination under programs receiving or benefitting from assistance through HHS); 45 CFR §§ 84 et seq. (nondiscrimination on the basis of handicap in HHS programs or activities receiving federal financial assistance); 45 CFR §§ 86 et seq. (nondiscrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance); 45 CFR §§ 87 et seq. (Equal Treatment for Faith-Based Organizations); and 45 CFR §§ 91 et seq. (nondiscrimination on the basis of age in HHS programs or activities receiving federal financial assistance).

D. COOPERATION WITH OTHER CONTRACTORS

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

Subrecipient may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Subrecipient 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. Subrecipient is not required to compromise Subrecipient's intellectual property or proprietary information unless expressly required to do so by this subaward.

E. PERMITS, REGULATIONS, LAWS

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

The subaward 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 Subrecipient shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the subaward. The Subrecipient 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 RFP Response (Initial)	NOTES/COMMENTS:

1. *Data.* DHHS shall own all rights in data resulting from this Subaward. The Federal Funding Agency reserves the right to obtain, reproduce, publish, or otherwise use the data produced under this subaward, and to authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.
2. *Copyright.* As consistent with federal law, Subrecipient may copyright any of the copyrightable material and may patent any of the patentable products produced in conjunction with the Scope of Work under subaward without written consent from DHHS. DHHS and any Federal Funding Agency hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrightable material for federal or state government purposes.
3. *Patent.* All patent rights under this subaward shall be as set forth in the clause contained in 37 C.F.R. § 401.14, and consistent with all other applicable federal law.

G. INSURANCE REQUIREMENTS

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

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

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

The Subrecipient shall not allow any subcontractor / Second Tier Subrecipient to commence work until the subcontractor / second tier subrecipient has equivalent insurance. The failure of the State to require a COI, or the failure of the Subrecipient to provide a COI or require subcontractor / Second Tier Subrecipient insurance shall not limit, relieve, or decrease the liability of the Subrecipient hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the subaward or within three (3) years of termination or expiration of the subaward, 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 three (3) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Subrecipient shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Subrecipient and any subcontractor / Second Tier Subrecipient performing work covered by this subaward 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 Subrecipient or by any subcontractor / Second Tier Subrecipient, or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
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
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Subrecipient shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Department of Health and Human Services
 Attn: DHHS Service Area Administrator
 301 Centennial Mall South
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Subrecipient 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 Subrecipient .

H. ANTITRUST

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

The Subrecipient 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 RFP Response (Initial)	NOTES/COMMENTS:

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

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

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

The Parties shall not knowingly, for a period of two years after execution of the subaward, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

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

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

K. SITE RULES AND REGULATIONS

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

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

L. ADVERTISING

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

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

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

N. DISASTER RECOVERY/BACK UP PLAN

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

The Subrecipient 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 services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

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

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

IV. PAYMENT

A. COSTS

Under this subaward, DHHS shall only pay for actual and allowable costs (as defined in this section) incurred during the term of this subaward.

To be allowable, all costs must be:

1. Necessary for the performance of the subaward activities;
2. Reasonable, as provided in 45 CFR § 75.404;
3. Allocable to the federal award, as provided in 45 CFR § 75.405;
4. Consistent with all other requirements of the Cost Principles in 45 CFR §§ 75 Subpart E; and,
5. Consistent with all other law, regulation, policy, or other requirements applicable to the state or federal funds involved.

To be actual, all costs must be finalized and spent by the appropriate dates set forth in Section II.U. Contract and Grant Closeout, and as otherwise set forth herein. This may include, but is not limited to, restrictions on funds including in federal appropriations bills for the federal funds used in this subaward.

Any requirements applicable to the federal funds shall also be applied to the state funds involved in this subaward.

Per federal law, no profit may be made from this subaward. See 45 CFR § 75.400.

B. TAXES (Statutory)

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

C. INVOICES

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

Invoices for payments must be submitted by the Subrecipient to the agency requesting the services with sufficient detail to support payment. Subrecipient's invoice shall include the agency's name, address, contact phone number, date of invoice, and date of service. Invoices should be sent to DHHS Children and Family Services 301 Centennial Mall S. Lincoln, NE 68509. The terms and conditions included in the Subrecipient'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 subaward.

D. INSPECTION AND APPROVAL

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

Final inspection and approval of all work required under the subaward shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Subrecipient, Second Tier Subrecipient, or subcontractor duties under the subaward 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

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

State will render payment to Subrecipient monthly when the terms and conditions of the subaward and specifications have been satisfactorily completed on the part of the Subrecipient as solely determined by the State. (Neb. Rev. Stat. §73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Subrecipient to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Subrecipient prior to the Effective Date of the subaward, and the Subrecipient hereby waives any claim or cause of action for any such services.

Payments may be withheld as set forth in 45 CFR § 75.305(a)(6), as amended from time to time, as otherwise provided herein, or according to other applicable law.

F. LATE PAYMENT (Statutory)

The Subrecipient 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

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

The State's obligation to pay amounts due on the subaward 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 subaward with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Subrecipient 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 Subrecipient shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date for noncancelable obligations properly incurred by Subrecipient prior to termination, and costs incurred on, or prior to, the termination date.

H. ACCESS TO RECORDS

Acknowledge (Initial)	NOTES/COMMENTS:

Subrecipient shall provide access for DHHS, or its authorized representative, to any documents, papers, or other records pertinent to Subaward, in order to make audits, examinations, excerpts, and transcripts. The Subrecipient shall provide the same access to the Federal Funding Agency, the Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. These rights also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents, papers

or other records. These rights are not limited to the retention periods included herein but continue as long as the records are retained by Subrecipient.

Subrecipient shall comply with all federal retention requirements as amended from time to time and shall maintain all financial records, supporting documents, statistical records, and all other records pertinent to Subaward, for three (3) years from the date of submission of the final financial report, as provided in Section V.M. Reporting Requirements.

In addition to the foregoing retention periods, all records must be retained as specified in 45 CFR §§ 75.361 (a) through (f), as applicable. This includes, but is not limited to: if any litigation, claim, or audit is started before the expiration of the three (3) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) and all associated rules and regulations, including but not limited to the policies and procedures identified in 45 CFR § 164.316, shall be maintained for six (6) years from the date of their creation or date when the policy or procedures were last in effect.

I. AUDIT REQUIREMENTS

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

The Subrecipient shall comply with all applicable federal audit requirements, including but not limited to those in 45 CFR § 75 Subpart F; an audit required by these regulations must be prepared and issued by an independent auditor in accordance with generally accepted government auditing standards. A copy of the audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, and P.O. Box 95026, Lincoln, NE 68509-5026.

Subrecipient shall comply with 45 CFR §§ 75.508 through 75.512, including but not limited to: (a) procure or otherwise arrange for the audit required by this part in accordance with § 75.509, and ensure it is properly performed and submitted when due in accordance with § 75.512; (b) prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with § 75.510; (c) promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with § 75.511; (d) provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by law.

In addition to, and in no way in limitation of any obligation in this Subaward, Subrecipient shall be liable for audit exceptions, and shall return to DHHS all payments made under this Subaward for which an exception has been taken or that has been disallowed because of such an exception, upon demand from DHHS.

The Subrecipient shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves the right to require Subrecipient to submit required financial reports on the accrual basis of accounting. If Subrecipient's records are not normally kept on the accrual basis, Subrecipient is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).

J. FEDERAL FINANCIAL ASSISTANCE

Acknowledge (Initial)	NOTES/COMMENTS:

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

K. SMOKE FREE PROVISIONS

Acknowledge (Initial)	NOTES/COMMENTS:

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

L. HUMAN TRAFFICKING PROVISIONS

Acknowledge (Initial)	NOTES/COMMENTS:

The Subrecipient shall comply with and be subject to the requirements of the Trafficking Victims Protection Act of 2000, 22 USC §§ 7101 et seq.

The Subrecipient, its employees, any subcontractors or Second Tier Subrecipients under this award, and Second Tier Subrecipients' or subcontractors' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the subaward.

M. LOBBYING

Acknowledge (Initial)	NOTES/COMMENTS:

1. No federal or state funds paid under this Subaward 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. Subrecipient certifies that no federal or state appropriated funds shall be paid, by or on behalf of Subrecipient, 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 Subaward, Subrecipient 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 funds under Subaward 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 under this Subaward shall be used to pay the salary or expenses of any grant or subaward 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 Subrecipient 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).

N. MANDATORY DISCLOSURES

Acknowledge (Initial)	NOTES/COMMENTS:

The Subrecipient must disclose to the State, in a timely manner and in writing, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward in accordance with 2 CFR

§200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

O. PUBLICATIONS

Acknowledge (Initial)	NOTES/COMMENTS:

Subrecipient must acknowledge federal and DHHS funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal and DHHS funds. Subrecipient is required to state: (1) the percentage and dollar amounts of the total program or project costs financed with federal and DHHS funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

P. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE

Acknowledge (Initial)	NOTES/COMMENTS:

The Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. The Subrecipient certifies that it is registered with the System of Award Management (SAM) (<https://www.sam.gov>), in good standing, and that the entity will maintain annual certification in accordance with Federal Acquisition Regulations. Failure to comply with this section, including maintaining an active registration and/or good standing with SAM, may result in withholding of payments or immediate termination of the subaward.

Q. RESEARCH

Acknowledge (Initial)	NOTES/COMMENTS:

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

R. SUBRECIPIENTS OR CONTRACTORS UNDER THIS SUBAWARD

Acknowledge (Initial)	NOTES/COMMENTS:

In contracting or subawarding any portions of this subaward, Subrecipient shall follow 45 CFR §§ 75.327 through 75.335. If Subrecipient enters into a subaward (as defined by 45 CFR § 75.2) with any non-federal entity (also as defined by 45 CFR § 75.2) out any portion of this subaward, Subrecipient shall monitor the subaward as necessary

to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; that subaward performance goals are achieved. As applicable, Subrecipient shall follow the requirements for pass-through entities, including but not limited to 45 CFR § 75.352.

Subrecipient shall maintain copies of all procurement subawards and documentation of its compliance with the provisions cited above.

Subrecipient shall ensure that all subcontractors and Second Tier Subrecipients comply with all requirements of this subaward and applicable federal, state, county and municipal laws, ordinances, rules, and regulations.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this RFP.

A. PROJECT OVERVIEW

The State of Nebraska, DHHS is issuing this RFP to solicit proposals from qualified bidders to provide Full Service Case Management, which includes the delivery of on-going case management and a continuum of services to children and families residing in Douglas and Sarpy counties (herein referred to as the Eastern Service Area). The objectives for the subaward are:

1. Delivering high quality case management to effectively serve child protection cases;
2. Results and accountability with managing and delivering prevention services that are Well-Supported, Evidenced-Based services in the Subrecipient's service continuum that integrate a strengthening families approach to build protective factors in families in accordance with the time periods stated in FFPSA;
3. Minimizing time in care and promoting reunification and/or adoption in 12 months or less;
4. Recruiting licensed Resource Family homes;
5. Retaining Resource Families for foster and adoptive placements;
6. Utilizing practice models that maximize Federal IV-E funds, and;
7. Identifying how the State benefits by utilizing a Subrecipient to provide case management services in these two counties.
8. The Subrecipient will develop an on-going case management model that:
 - a. Effectively engages 100% of families referred for service;
 - b. Operates in a culture of continuous quality improvement, as evidenced by data based decision-making and utilization of performance indicators and trend data;
 - c. Trains all staff to be trauma-informed, culturally humble, and to build on strengths-based and utilizes family voice and choice in planning and service provision; and,
 - d. Ensures 100% of families are applying for and accepting services available through public assistance programs such as Supplemental Nutrition Assistance Program (SNAP), Medicaid, Low Income Home Energy Assistance Program (LIHEAP), child care, and services available from non-profit and community organizations prior to the utilization of State General Funding for payment of services.
9. The Subrecipient will develop a continuum of services that will ensure:
 - a. Service expenditures are Well-Supported evidenced-based service in their service continuum in accordance with the time periods specified in the FFPSA;
 - b. Delivery to 100% of children and families during the time that DHHS is completing the Initial Assessment;
 - c. Delivery to 100% of children and families during the time the Subrecipient is delivering on-going case management, which prevents out-of-home placements and that supports reunification and permanency;
 - d. 100% of children served live at home safely, achieve permanency within timeframe of federal measures, and experience improved health and well-being as indicated using the North Carolina Family Assessment Scale;
 - e. Utilize appropriate funding sources, such as private pay from the family, private insurance provided by the family, Medicaid, or Behavioral Health Regions for treatment services for 100% eligible individuals;
 - f. At least 50% of all prevention service expenditures will meet the criteria of Well-Supported as outlined in the FFPSA; and,
 - g. A network of recruited and retained licensed foster homes, such that there is a ratio of two beds in licensed foster homes for every child in care in the Service Area.

B. PROJECT ENVIRONMENT

1. Attachment Three - Service Area Monthly Summary Reports document – Eastern Service Area data includes the number of children and families served in Douglas and Sarpy counties by placement type.

2. DHHS will utilize the Subrecipient's service array to prevent children from being placed out of the family home during the time that DHHS is conducting the Initial Assessment of safety and risk.
3. DHHS is responsible for the care of state wards served under the terms of this subaward. Such ultimate authority cannot be delegated to other parties. DHHS reserves all rights and responsibilities.
4. DHHS may make referrals for service delivery during the time DHHS is conducting the Initial Assessment.
5. DHHS will be the final authority on all decisions related to case management.
6. DHHS reserves sole authority for:
 - a. Staffing and operating the Child Abuse/Neglect Hotline system for community reporting of suspected child abuse/neglect;
 - b. Conducting all Initial Assessments of safety and risk;
 - c. Conducting Out-of-Home Assessments on accepted reports of child abuse/neglect allegations in out-of-home settings (including foster homes, daycare, group homes, and other facilities); and,
 - d. Licensing of foster homes, child care providers, group homes, and other facilities.
7. DHHS is the sole authority for:
 - a. Accepting all relinquishments of parental rights;
 - b. Consenting to adoptions; and,
 - c. Entering into guardianship and adoption subsidies.
8. DHHS reserves the right to:
 - a. Review and approve case plans and court reports prior to the Subrecipient submitting them to the courts and legal parties;
 - b. Provide legal support for legal staffing and to request early hearing or other motions;
 - c. Approve all requests for placement changes;
 - d. Approve all requests for case management transfers from the Eastern Service Area to another Service Area;
 - e. Approve all requests for courtesy supervision to be delivered in the Eastern Service Area; and,
 - f. Delegate authority to Subrecipient, where allowable by law, or rescind its delegated authority previously given to Subrecipient, at the discretion of DHHS.
9. DHHS will update the Eastern Service Area Operations Manual (Attachment Two) that outlines processes and responsibilities to ensure that the day-to-day operations in the Eastern Service Area are seamless throughout the life of the resulting subaward. The current Eastern Service Area Operations Manual is available for reference as Attachment Two.
10. Title IV-E foster care funds are an important funding source for states to provide foster care maintenance payments for eligible children.
 - a. DHHS seeks to make accurate and timely reimbursement claims for Title IV-E foster care maintenance payments.
 - b. When the state subawards to a child placing agency to perform administrative functions of the state, the state may claim federal financial participation through Title IV-E at the rate of fifty percent (50%) for administrative expenditures necessary for the proper and efficient administration of the foster care program, in accordance with the Families First Prevention Services Act.
 - c. DHHS goal is to maximize the amount of Title IV-E funds claimed in this subaward.
11. This Subaward will involve both state and federal funds. Information about the federal funding for Federal Fiscal Year 2019, as required by 45 CFR § 75.352, is contained on Attachment One Award of Additional Funds. DHHS shall provide Subrecipient further funding information for future Federal Fiscal Years.

C. PROGRAM REQUIREMENTS FOR ON-GOING CASE MANAGEMENT

1. The Subrecipient must operate within a culture of continuous quality improvement, with a focus on ensuring that children are safe, achieving timely permanency, and experience improved health and enhanced well-being through the Subrecipients work with the family to meet the children's needs and prevent recurrence of maltreatment. The Subrecipient must operate a continuous quality improvement program.

2. The Subrecipient shall develop, deliver and manage a model of on-going case management which:
 - a. Recruits and retains a qualified workforce to respond to and serve the diverse needs of abused or neglected and at-risk families.
 - i. The role and function of on-going case management staff and the supervision of on-going case management staff must not be subcontracted by the Subrecipient. On-going case management must be performed by direct employees of the Subrecipient.
 - ii. Staff delivering ongoing case management and supervising ongoing case management must have at least a Bachelor's Degree from an accredited university or college in social work, psychology, counseling, human development, education, criminal justice or other related area. Another Bachelor's Degree combined with four years of case management or human services experience is also acceptable.
 - iii. The Subrecipient must maintain written verification of the employee's college education.
 - iv. The Subrecipient must hire a diverse workforce that reflects the population being served.
 - v. The Subrecipient must organizationally understand, recognize and respond to the effects of all types of trauma experienced by the case management workforce.
 - b. Trains staff on the knowledge, skills and abilities required to conduct and supervise case management.
 - i. The Subrecipient shall ensure staff receive initial training in a manner that consistent with Neb. Rev. Stat. § 68-1214, and maximizes IV-E training funds for the State. This training must be approved by DHHS.
 - ii. After initial training, all case managers shall successfully complete the DHHS formal assessment process to demonstrate competency prior to assuming responsibilities as a case manager. The formal assessment process shall include a written and oral evaluation of the case manager's knowledge and competency in case management and support services. The Subrecipient shall maintain record of each case manager's competency assessment.
 - iii. The Subrecipient shall provide 24 hours of annual professional development training for staff and document training attended in the staff's training record.
 - iv. The Subrecipient shall provide a monthly training calendar to DHHS.
 - v. The Subrecipient shall use best practice guidelines, approved by DHHS, to train staff in, to include but not limited to, Trauma Informed Care and Motivational Interviewing.
 - c. Uses the DHHS-approved assessment model (currently DHHS uses the Structured Decision Making® (SDM) assessment model) to include, but not limited to, the Implementation of Safety Organized Practice model within the Eastern Service Area.
http://dhhs.ne.gov/children_family_services/Pages/Safety-Organized-Practice.aspx
 - i. The Subrecipient must conduct quality assurance reviews to ensure quality and timeliness of all assessments completed.
 - ii. The Subrecipient must develop a training plan and it must be approved by DHHS prior to implementation.
 - d. Coordinates, collaborates and communicates information sharing between individuals and agencies serving the child and family. At a minimum, this includes:
 - i. Child;
 - ii. Parents (custodial and non-custodial);
 - iii. Safety plan participants;
 - iv. The child's family members;
 - v. Resource Family parents or other temporary placement providers;
 - vi. Medical and dental providers;
 - vii. School representatives;
 - viii. Behavioral health providers;
 - ix. Law enforcement; and,
 - x. Legal parties in the court.
 - e. Creates a case plan during the course of service that:
 - i. Utilizes family voice and family choice.

- a) Based on the assessment approved by DHHS (currently, Family Strength and Needs Assessment (FSNA)), the child/family selects the strategies and action steps to achieve outcomes;
 - b) Addressing the services and supports associated with the identified needs of the child and family;
 - c) Monitoring progress with and updating strategies and outcomes;
 - d) Reviewing and updating goals throughout the life of the case;
 - e) Using the DHHS-approved case plan and court report template. Information will be provided to the awarded Subrecipient; and,
 - f) Submitting the case plan and court report to DHHS for approval at least three (3) business days prior to the date the report is due to the court.
 - f. Creates a court report for court-involved cases. The court report shall:
 - i. Utilize family voice and choice;
 - ii. Articulate safety or harm statement clearly;
 - iii. Include Structured Decision Making assessments;
 - iv. Outline visitation plan if child does not live with either parents or siblings;
 - v. Address Child Support;
 - vi. Outline reasonable or active efforts;
 - vii. Address areas of well-being to include educational, physical/developmental, emotional, mental/behavioral, as well as cultural considerations;
 - viii. Provide a summary and recommendations to the court; and,
 - ix. Be submitted along with the case plan at least three (3) state business days prior to the date the report is due to the court.
 - g. Links children and families with informal and formal services and supports that:
 - i. Are the least restrictive community-based services, in the intensity required, designed to meet the child and family's needs.
 - ii. Develop and strengthen connections for children and their families with caring individuals who will support the child throughout life.
 - iii. Identify the community resources available to meet the needs of the family preventatively and in times of crisis prior to discharge from the child welfare system.
 - h. Ensures that youth transitioning to adulthood are provided appropriate Independent Living services. The Subrecipient shall develop and implement a system to record and report on the following:
 - i. Number of youth in the Subrecipient's program that are receiving Independent Living services;
 - ii. Number of youth referred to a subcontractor / Second Tire Subrecipient for Independent Living services;
 - iii. Number of youth eligible for Independent Living services but who are not receiving Independent Living services and the reasons for not providing services;
 - iv. Independent Living services that each eligible youth is receiving each month;
 - v. Monthly summary of any community planning the Subrecipient participates in to prepare youth to become self- sufficient.
 - vi. Awarded Subrecipient must submit the system plan and report template within thirty (30) days after award of Subaward.
3. Referrals for on-going case management will be made by DHHS. This is a no reject, no eject subaward. The Subrecipient must:
- a. Accept and serve all children and families as of the date of the referral or court order, whichever is first;
 - b. Serve children and families unconditionally regardless of diagnosis, history, presenting problems, family composition or behaviors;
 - c. Provide case management to families with children between the ages of 0 and 19 who are either court involved or referred from DHHS for voluntary in-home services;
 - d. Maintain the capacity 24 hours a day, every day of the year to receive and serve children and families referred by DHHS, and;
 - e. Collaborate with DHHS to ensure families experience a seamless transition from the Initial Assessment Unit to On-going Case Management.

4. On-going Case Management must utilize best practice guidelines that include the DHHS-approved safety assessment model (currently DHHS uses the SDM) and the DHHS approved collaborative practice approach (Safety Organized Practice). The Subrecipient must ensure that the array of services and supports are available and accessible to children and families in the Eastern Service Area. The services and supports must have sufficient capacity to:
 - a. Assess the strengths and needs of children and families;
 - b. Address the needs of children and families in order to create and sustain a safe home environment;
 - c. Enable children to safely remain with their parents; and,
 - d. Safely reunify children as expeditiously as possible.

5. The Subrecipient must exhaust all other options prior to placing a child outside the family home. When placements outside the family home must occur, the Subrecipient shall:
 - a. Document why safety planning in home is not an option;
 - b. Document why placement with the other parent is not appropriate;
 - c. Provide a report to DHHS using the DHHS' preferred format that summarizes the decision to place the child outside the home or current placement and provides a justification for this decision including demonstrating that all other options were exhausted prior to placing a child outside the home or current placement;
 - d. Identify and consider all relatives and kin first, as possible placement options including placement with any known sibling;
 - e. Ensure appropriately safe parental visitations occur on a regular and consistent basis if the child is not living with a parent;
 - f. Ensure appropriately safe relative and kin foster parents complete all activities required for licensing;
 - g. Place siblings together when it is safe to do so. Document safety concerns if siblings are not placed together;
 - h. Ensure sibling visitations occur on a regular and consistent basis when siblings are not placed together;
 - i. Ensure the continuity of family relationships and preserve connections for the child that includes but is not limited to connections with his or her parents, neighborhood, community, faith, extended family, Tribe, school, and friends;
 - j. Ensure that the out-of-home placement is the least restrictive placement and most family-like setting;
 - k. Ensure that placements are in DHHS provisionally licensed foster homes or licensed foster homes or licensed facilities;
 - l. Ensure provisionally licensed homes receive full licensure within six (6) months of placement.
 - m. Ensure that the child continues to be educated in their school of origin or the school that will support the goal of improving the child's achievement. The Subrecipient shall consult with DHHS if the child will not be attending his/her school of origin or a school that does not support the improvement of the child's achievement in school; and,
 - n. Ensure that the child has the most normal and developmentally appropriate experiences that are generally afforded to children not involved with the child welfare system.

D. PROGRAM REQUIREMENTS FOR SERVICE DELIVERY

1. The bidder shall develop and submit with their bid a catalogue of in-home services available in each zip code of the Eastern Service Area. This catalogue shall be updated by the Subrecipient and provided to DHHS every quarter.

2. Services will be accessed by DHHS to support child safety through vigorous safety planning with the identified safety plan participants and promote family preservation activities, which will prevent children from being removed from the family home.

3. The service array must include Well-Supported, Supported, and evidenced-based in-home and out-of-home services and supports that integrate a strengthening families approach to build protective factors and maintain compliance with FFPSA. The Subrecipient must manage and or deliver an array of services that:
 - a. Is trauma-informed, trauma-capable;
 - b. Is culturally humble and linguistically appropriate;
 - c. Utilizes Well-Supported, Supported or promising practices to prevent children from entering foster care;

- d. At least 50% of all service expenditures related to children and families designated to be at “imminent risk of removal” will be Well-Supported evidenced-based practices as approved by the Administration of Children and Families by the end of the first year of the subaward;
 - e. Effectively engage those receiving the services;
 - f. Is delivered in the family home, neighborhood and community where the child and family reside whenever possible;
 - g. Utilizes data to demonstrate effectiveness;
 - h. Supports cross-agency collaboration with two-generational or whole family approaches; and,
 - i. Is consistent with any orders issued by the court.
4. The Subrecipient must ensure that a sufficient capacity of trained resource families are available to foster and adopt children in the Eastern Service Area, to include developing and implementing specific strategies to recruit resource families for historically difficult to place children (teenagers and children with medical and behavioral challenges).
- a. The Subrecipient is required to expand the availability of trained foster and adoptive families in the Eastern Service Area during the terms of the subaward, as measured by a ratio of placements to children. The baseline and performance targets will be established and mutually approved prior to subaward execution. DHHS will provide reimbursement rates for Resource Family care to the Subrecipient. Please see Attachment Three: Service Area Monthly Summary Report.
5. The Subrecipient must deliver the services and supports to help youth successfully transition into adulthood.
6. The Subrecipient must ensure that the array of service and supports can be individualized to meet the unique needs of *children* being referred in both court and non-court cases. The unique needs of the child population being referred include, but is not limited to:
- a. Children ages birth to five (5);
 - b. Infants born with and identified as being affected by illegal substance abuse or withdrawal symptoms resulting from pre-natal drug exposure, or a Fetal Alcohol Spectrum Disorder;
 - c. Children who have a developmental disability or who demonstrate behaviors consistent with children who have a developmental disability, including Autism Spectrum Disorder (ASD);
 - d. Children who have been exposed to domestic violence;
 - e. Children who have extensive histories of trauma;
 - f. Children who have limited connections with supportive adults;
 - g. Youth that intersect with both the child welfare and juvenile justice systems;
 - h. Youth who are pregnant or parenting foster youth;
 - i. Youth identified as survivors of sex trafficking; and,
 - j. Youth who are near the age of majority and preparing to transition to adulthood.
7. The Subrecipient must ensure that the array of service and supports can be individualized to meet the unique needs of the *parents* being referred. The unique needs of this population include, but are not limited to:
- a. Parents who have extensive histories of trauma;
 - b. Parents experiencing stress, particularly caused by poverty;
 - c. Parents who have mental health and substance use disorders or co-occurring disorders;
 - d. Parents who have been impacted by domestic violence;
 - e. Young parents with very limited parenting knowledge and skills;
 - f. Parents who may be resistant to engaging with traditional service delivery models; and,
 - g. Parents who are currently incarcerated or reside in institutional settings.
8. The Subrecipient must effectively manage a service array within a culture of continuous quality improvement to ensure that:
- a. A single point of contact for referrals to be made at all times;
 - b. Sufficient service capacity is available to service the children and families being referred;
 - c. Services are geographically accessible to the children and families being served;
 - d. Services are delivered with appropriate frequency, intensity and duration;
 - e. Collaboration occurs with community-based and other child-serving agencies, including Medicaid Managed Care Organizations, the Regional Behavioral Health Authorities, public and private schools, public health clinics, community advocates and other interested parties, to ensure that

families are able to access and engage in the services and supports they need during and after formal child welfare system involvement. The Subrecipient shall report to DHHS any Medicaid Managed Care Organization that it believes is non-compliant with case management duties, network adequacy, or ensuring appropriate care delivery to the state Medicaid Program and CFS;

- f. Eligible families are assisted with accessing the services and supports offered through DHHS's Division of Children and Family Services Economic Assistance Programs such as SNAP; LIHEAP; Temporary Assistance for Needy Families (TANF) and Emergency Assistance;
 - g. All available and existing community resources available to the child and family must be exhausted before Subrecipient charges the costs of any activity to this Subaward;
 - h. An application is made through ACCESSNebraska for both public assistance and Medicaid prior to discharge of a child or family.
 - i. A complete and accurate application is made to Social Security and the DHHS Division of Developmental Disabilities for children or adults who are disabled;
 - j. Providers of services will provide information through written documentation or oral testimony for court proceedings, as requested;
 - k. Service array and rates associated with the service array are equal to or lower than rates paid to other providers contracted by DHHS, Current rates will be provided to awarded Subrecipient; and,
 - l. State and federal funds will only be expended on items within the scope of the subaward, including, but not limited to case management and services.
9. Subrecipient must provide courtesy supervision of cases that transfer from other service areas outside of the Eastern Service Area, to ensure safety and monitoring of safety plans.

E. ADMINISTRATIVE REQUIREMENTS

- 1. The Subrecipient shall collaborate with DHHS to ensure families experience a seamless and well-coordinated transition from the Initial Assessment unit to on-going case management.
- 2. The Subrecipient must provide all in-state and out-of-state transportation related to the Subrecipient's primary business of serving children and families. Please see Attachment Seven, Estimated Mileage FY 2018.
 - a. The Subrecipient must ensure that it complies with all applicable Public Service Commission regulations and requirements to the extent they apply to the Subrecipient's activities in the performance of this subaward. Nebraska Public Service Commission website: <http://www.psc.nebraska.gov/>.
 - b. The Subrecipient must make a reasonable effort to maintain consistency in the individual driver(s) providing transportation and/or a transportation escort for the child.
 - c. The Subrecipient must provide secure transportation when necessary.
- 3. The Subrecipient shall complete a Social Security Administration Access Agreement.
- 4. Grievance Process
 - a. The Subrecipient must develop and distribute written guidance to families and Resource Family care families on how to lodge grievances about the Subrecipient and any actions related to the performance of the subaward.
 - b. The grievance process must conform to Neb. Rev. Stat. § 81-603 in that the process shall ensure that families are not dissuaded from utilizing the complaint process for fear of reprisal from the Subrecipient, Second Tier Subrecipients, or foster parents.
 - c. The Subrecipient must respond to grievances within ten (10) State business days related to the performance of this subaward.
 - d. The Subrecipient must maintain a file of all grievances and responses thereto related to the performance of this subaward.
- 5. Background Checks for Agents, Employees, Interns, Volunteers, Second Tier Subrecipients or Subcontractors:
 - a. The Subrecipient must complete and maintain the initial background checks before any agents, employees, interns, volunteers, Second Tier Subrecipients or subcontractors have direct unsupervised contact with any child or family, and every two years thereafter.
 - b. The Subrecipient must ensure, at a minimum, the following background checks have been completed on all agents, employees, interns, volunteers, Second Tier Subrecipients and subcontractors:

- i. Nebraska Sex Offender Registry maintained by the Nebraska State Patrol;
 - ii. Nebraska Child Abuse and Neglect Central Registry;
 - iii. Nebraska Adult Abuse and Neglect Central Registry;
 - iv. Nebraska Department Motor Vehicles Check for License Point Status;
 - v. Criminal Background Check; and,
 - vi. Drug Test for staff providing case management, and staff providing transportation to children and families under this subaward.

- c. The Subrecipient must ensure, at a minimum, the following background checks have been completed on all agents, employees, interns, volunteers, Second Tier Subrecipients and subcontractors who have been employed or resided in Nebraska for less than five (5) years if it is foreseeable that the individual may have contact with children and families in the performance of this subaward. If an individual's prior state of residence does not maintain a Sex Offender Registry, Child Abuse and Neglect Central Register, an Adult Abuse and Neglect Central Registry, or a similar registry, the Subrecipient shall complete criminal background checks in the cities, counties and states of previous residence. The Subrecipient must perform the following in the individual's prior states of employment or residence:
 - i. Criminal history check for each state in which the individual resided or worked;
 - ii. Sexual Offender Registry;
 - iii. Child and Adult Abuse and Neglect Central Register/try; and,
 - iv. State repository of driving records.

- d. The Subrecipient must ensure, at a minimum:
 - i. When a background check results in any non-traffic record being identified, the Subrecipient shall not allow the individual to have direct unsupervised contact with any child and will develop a process to review and determine if it wants to request DHHS approval for an agent, employee, intern, volunteer, Second Tier Subrecipients or subcontractor to have direct unsupervised contact with a child or family referred by DHHS. Requests for an exception shall be made in writing to DHHS and include but not limited to, the name and background information, along with supporting documentation from the Subrecipient as to why Subrecipient believes that such person does not pose a threat to children or families. DHHS shall have ten (10) state business days to respond to such a request. Failure to respond shall not constitute approval by DHHS. All documentation related to the process is maintained in the Subrecipient's staff personnel records.
 - ii. All required background checks for each employee must be completed before any direct contact with children and their families, and every two (2) years from the date of hire; and,
 - iii. All background check documentation must be maintained in staff personnel records. This includes documentation requested and received from states other than Nebraska.

- e. The Subrecipient shall be responsible for transporting children and families, and shall ensure that children and family members are transported safely and in accordance with Nebraska law, and will:
 - i. Ensure each employee who has the responsibility to transport children has successfully completed a defensive driving course as sanctioned by the Nebraska Safety Council or similar agency within thirty (30) business days of his or her first day of employment with the Subrecipient.
 - ii. Adhere to 474 NAC 5-018.06D1 Driver Standards.
 - iii. Provide transportation as outlined in the Provider Service Referral provided by DHHS or a Visitation Plan approved by the court.; and,
 - iv. Provide and use child safety restraints in accordance with Nebraska law.

- 6. The Subrecipient shall cooperate with performance reviews that focus on the quality of the day to day operations and financial performance of the Subrecipient.

- 7. Performance-Based Contracting:
 - a. The Subrecipient is required to enter into performance-based contracts with child welfare service providers to incentivize improved performance outcomes, including those in V.L. Retainage and Performance Measurements

- b. The percent of the Subrecipient's subcontracted expenditures that are required to be performance-based will be mutually agreed upon prior to execution of subaward.
8. Subcontractors and Second Tier Subrecipients:
- a. The Subrecipient must appropriately determine whether the relationship between it and any entity is appropriately a contract with a subcontractor or a subaward with a Second Tier Subrecipient, as consistent with 45 CFR § 75.351.
 - b. In subcontracting any portions of Subaward, Subrecipient shall follow 45 CFR §§ 75.327 through 75.335, as applicable.
 - c. If subawarding out any portion of Subaward to a Second Tier Subrecipient, Subrecipient must also implement a competitive application process for any Second Tier Subrecipient. Subrecipient shall monitor the subaward as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward, as well as that subaward performance goals are achieved. As applicable, Subrecipient shall follow the requirements for pass-through entities, including but not limited to 45 CFR § 75.352.
 - d. The Subrecipient must ensure that information retained by any subcontractor or Second Tier Subrecipient meets state and federal legal requirements, and will be available to DHHS upon request. This includes, but is not limited to, financial information and source documentation of subcontractors or Second Tier Subrecipients for Title IV-E reimbursement and audit purposes, as well as copies of all subaward agreements and documentation, and procurement contracts and documentation of its compliance with 45 CFR §§ 75.327 through 75.335.
 - e. Subrecipient must not allow a subcontractor or Second Tier Subrecipient to further subcontract for services, other than foster family care, under this subaward.
 - f. The Subrecipient must ensure that subcontractors or Second Tier Subrecipients meet all background check requirements.
 - g. Subcontractors and Second Tier Subrecipients must work collaboratively with the agencies identified as Nebraska's Managed Care Organizations (MCO) to provide health care benefits and services to Medicaid and Children's Health Insurance Program (CHIP) enrollees. Providers delivering treatment services must be enrolled and sustain membership with the MCO.
 - h. The Subrecipient must receive prior written approval from DHHS before executing contracts or subawards with Subcontractors or Second Tier Subrecipients, and must make available, upon request by DHHS within ten (10) state business days of the request, a listing of the names of all subcontractors or Second Tier Subrecipients; the services all subcontractors or Second Tier Subrecipients provide; and the rates for all services paid by the Subrecipient to all subcontractors or Second Tier Subrecipients.
 - i. The Subrecipient must receive prior written approval from DHHS before Subrecipient, subcontractor or Second Tier Subrecipients engage in the practice of assessing or collecting client fees or co-pays for services.
9. The Subrecipient shall assist and cooperate with the orderly transition and transfer of subaward activities and operations to prevent the disruption of services delivered to children and families.
10. The Subrecipient will develop and implement a transition plan in the event this subaward reaches its term. As part of the transition plan, the Subrecipient shall:
- a. Outline and implement appropriate preparations for a successor agency;
 - b. Outline and implement plans for:
 - i. Staffing;
 - ii. Use and transition of equipment;
 - iii. Transition of case management to successor agency;
 - iv. Migration of any data owned by the DHHS; and,
 - v. Dispute resolution between DHHS and Subrecipient in regards to cases, case loads, and reimbursement for services.
11. Subrecipient's obligations under this subaward will continue throughout the term of the subaward even if Subrecipient's actual and allowable costs exceed the Annual Do Not Exceed Amount (see Cost Proposal) These obligations include, but are not limited to, accepting new referrals from DHHS and service all children, youth, and families according to the terms of this subaward and well as a material increase in families served.

F. TRANSITION AND IMPLEMENTATION

1. Preliminary Implementation Plan:
The Bidder shall be responsible for submitting a preliminary implementation plan with its proposal. The plan must describe the Subrecipient's plan to comply with all the provisions of the RFP. The plan must also address staffing, facilities, and other operational issues as identified in the RFP, including tasks, deliverables and milestones necessary to implement the program.
2. Transition after Termination:
At the end of the subaward term or other subaward termination, Subrecipient will aid in the transition to any new arrangement or provider of services. The respective accrued interests or obligations incurred to date of termination must also be equitably settled. Upon termination or expiration of this subaward, DHHS will work with Subrecipient to transfer all services as efficiently as possible with the goal to have all necessary services transferred by the effective date of the expiration or termination of the subaward. However, in the event that a transfer of all necessary services is not possible, Subrecipient will continue to provide necessary services in accordance with all terms and conditions of this subaward until all necessary client services are completely transferred.

G. READINESS REVIEW

1. Prior to the Operational Start Date, DHHS will conduct an operational and financial readiness review of the Subrecipient, and will provide needed technical assistance. The Subrecipient must cooperate with DHHS's review process to assess the Subrecipient's operational readiness and ability to provide covered services to children and families as of the Operational Start Date. The Subrecipient will be permitted to commence operations only if the readiness review factors are met to DHHS's satisfaction.

Based on the results of the review, DHHS will issue a letter of findings and, if necessary, request a corrective action plan from the Subrecipient.

The readiness review may cover all provisions of the subaward with a particular focus on assessing the following areas:

- a. The adequacy of the distribution of providers for in-home and Resource Family care services;
 - b. Staffing adequacy;
 - c. Subcontracts / subawards;
 - d. Quality assurance/continuous quality improvement;
 - e. Case management;
 - f. Utilization management;
 - g. Financial management;
 - h. Information processing and system testing;
 - i. Continuity of care;
 - j. Grievance and appeal process; and,
 - k. During the readiness review, the Subrecipient must provide to DHHS staff access to Subrecipientstaff, operational documentation (including a demonstration of computer systems), private workspace, and the internet.
2. If the Subrecipient is unable to demonstrate its ability to meet the requirements of this subaward, as determined by DHHS, within the time frames specified by DHHS, DHHS may terminate this subaward.

H. FINANCIAL REQUIREMENTS

1. Cost Allocation Plan/Administrative Expenditures:
 - a. The Subrecipient shall complete and submit a final Cost Allocation Plan to DHHS within ninety (90) days of Operational Start Date that outlines the administrative functions performed by the Subrecipient, and the plan for allocating the costs of performing those functions to activities or programs supported by the costs incurred. The Cost Allocation Plan and methodology shall be submitted to enable DHHS to claim federal administrative funds under Title IV-E. The document shall be in a format prescribed by DHHS. The Cost Allocation Plan will, at a minimum, include cost pools, allocation methodologies, and benefitting programs. The Subrecipient must input paid administrative expenditures that tie to its Cost Allocation Plan, and submit supporting financial documents as requested by DHHS, to include but not be limited to, payroll records, subcontracted expenditures, and operating expenditures on a monthly basis by no later than thirty (30) calendar days following the month expenditures were incurred. The Subrecipient must complete a monthly centralized random moment time study or other time tracking method as consistent with 45 CFR §§ 75 et seq. , developed and administered by the Subrecipient. The bidder shall submit a draft Cost Allocation Plan of development and implementation of their random moment time study or

other time tracking method with their proposal response. DHHS reserves the right to require the Subrecipient to implement and maintain a random moment time study.

- b.** The Cost Allocation Plan and methodology shall be consistent with all requirements of the Title IV-E program, and be in furtherance of all program objectives, as set forth by DHHS. Subrecipient shall modify its Cost Allocation Plan and/or methodology at least annually or within thirty (30) calendar days of written notice by DHHS of a modification or amendment that will ensure the maximization of federal dollars. DHHS will review and approve all modifications.

2. Additional DHHS Financial Requirements:

- a.** Monthly, DHHS will select a sample of individual expenditures and test for allowability and reasonableness, and that they are allocated to the correct funding source.
- b.** Annually, DHHS will complete a comprehensive on-site review of the Subrecipient's financial information; including additional expenditure testing, allocation of expenditures to the correct fund source, and review of financial and subcontract / subaward monitoring policies.

3. Source Documentation/Service Expenditures:

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

- d. The Subrecipient must adjust its financial statements related to direct services if the paid claims change.
4. Foster Care Rates
 - a. In accordance with Neb. Rev. Stat. § [43-4215](#), on July 1, 2014 DHHS implemented new foster care reimbursement rates and methodology. DHHS will provide foster care rates to the Subrecipient, as well as any change in rates. The Subrecipient and Second Tier Subrecipients shall pay foster families using the rate methodology and same foster care maintenance rate paid to foster families by DHHS. Please see Attachment Five – Foster Care Reimbursement Rate Committee. The Subrecipient and Second Tier Subrecipient's shall pay child placing agencies using the same rate methodology and same administrative rate paid to child placing agencies for each child as determined by DHHS. DHHS reserves the right to revise the administrative rate to ensure that it remains a reasonable match with actual administrative costs.
 - b. To pay any foster parent at a rate exceeding the rates used by DHHS, Subrecipient must first submit a written request to exceed payment rates to DHHS. DHHS shall consider approving a rate higher than its foster parent rates in instances where the child has unique medical or behavioral needs, or a disability. DHHS must approve any proposed foster parent rates above the DHHS rates.
5. All other costs not listed in V.H13 below, and that are associated with the performance of this subaward, are the responsibility of the Subrecipient. This includes, but is not limited to: court ordered services for which Subrecipient is unable to secure alternate funding sources; and assistance with funeral costs, if requested by family or legal guardian, for any child who dies while in the legal custody of DHHS or while being actively served under this subaward without court involvement.
6. The Subrecipient shall follow all state and locally developed policies and protocols related to the authorization for the purchase of services for children, youth and families being served. This includes, but is not limited to, accessing other payment sources prior to utilizing child welfare or juvenile services funds. Said policies and protocols are currently available at: http://dhhs.ne.gov/children_family_services/.
7. Payment Timeliness
 - a. The Subrecipient shall make payment in full to the Subcontractors or Second Tier Subrecipients for all goods delivered or services rendered on or before forty-five (45) calendar days after the date of receipt by the Subrecipient of an invoice meeting the Subrecipient's requirements, as set forth in Subrecipient's written policy, protocol or contract / subaward terms with the Subrecipient. Payment to treatment Subrecipients that are delayed due to coordination of benefits with insurance providers will be paid on or before 180 calendar days after receipt of an invoice as described above. Nothing in this subaward is intended to create a third party beneficiary relationship with Subrecipients.
 - b. Notwithstanding the above, Subrecipient must make all payments before the final deadlines set forth in Section II.N. Contract and Grant Close-Out,
 - c. These provisions shall survive expiration or termination of the subaward.
8. Financial Statements
 - a. The Subrecipient shall provide monthly financial statements to DHHS within thirty (30) calendar days from the end of the month services were provided. The financial statements will include a balance sheet, income statement, and statement of cash flows in a format to be agreed upon during subaward negotiations. The financial statements will be prepared using the accrual basis of accounting and using Generally Accepted Accounting Principles (GAAP).
 - b. Thirty (30) calendar days following the end of each month, beginning thirty (30) days after Operational Start Date, an aging of accounts payable must be provided by Subrecipient to DHHS. The accounts payable aging will be consistent with the monthly financial statements provided to DHHS and list by subcontractor / Second Tier Subrecipient the amount owed to each vendor and: what portion of the amount owed has been due less than 30 days; what portion has been due between 30 days and 59 days; what portion has been due between 60 days and 89 days; what portion has been due between 90 days and 119 days; and what portion has been due 120 days or longer. In addition, a reconciliation of accrued expenses to the balance sheet must also be provided each month and year to DHHS. Nothing in this section is intended to limit access to Subrecipient's records and information as provided elsewhere in this subaward and the terms of this section shall survive expiration or termination of this subaward.

9. Equipment Costs.
 - a. In addition to the requirements contained in 45 CFR § 75.439 regarding equipment, Subrecipient shall not make purchases of equipment in excess of an aggregate amount of \$25,000 (twenty five thousand dollars), unless DHHS has approved, in writing, prior to the purchase. Subrecipient shall not split or divide an equipment purchase into two or more purchases under \$25,000 for the purpose or intent of avoiding this requirement. Subrecipient must submit any such approval request in writing to the Director of the Division of Children and Family Services, who will respond to Subrecipient's request in writing within fifteen (15) days after receipt thereof.

10. Bonus, Gift or Other Payment of Funds to Employees
 - a. The Subrecipient must obtain prior written approval from DHHS before issuing any bonus, gift, or other payment of funds beyond base pay or salary and the Subrecipient's normal employee benefit package provided to an employee, or prospective employee, which is paid from funds provided under this subaward. Subrecipient must submit any such approval request in writing to the Director of the Division of Children and Family Services, who will respond to Subrecipient's request in writing within fifteen (15) days after receipt thereof.

11. Marketing and Advertising Costs
 - a. The Subrecipient specifically agrees that no advertising costs shall be paid from the funds provided under this subaward unless those advertising costs are consistent with 45 CFR § 75.421. In clarifying the application of subparagraph (b)(4) of 75.421 to this subaward, only informational or educational material regarding services being rendered or required under this subaward are allowable under said provision.

12. Dues and Membership Costs
 - a. Subrecipient's dues and memberships in any business, technical, or profession organization, or any civic or community organization, must be approved by DHHS before the Subrecipient pays or commits to pay for such dues and membership, and must be consistent with the 45 CFR § 75 Subpart E. Employee dues and membership organizations are fringe benefits and should be approved according to the first paragraph of this subsection. Subrecipient must submit any such approval request in writing to the Director of the Division of Children and Family Services, who will respond to Subrecipient's request in writing within fifteen (15) days after receipt thereof.

13. Subrecipient not responsible for payment of the following:
 - a. Medical and Mental Health Services paid by Medicaid, private insurance or alternative funding source for children and parents served under this subaward;
 - b. Services funded by State Ward Education;
 - c. Maintenance cost for youth placed in the Youth Rehabilitation and Treatment Center at Kearney and Geneva;
 - d. Adoption and Guardianship Subsidies, and;
 - e. Case management and extended services for a young adult who has entered into a voluntary services and support agreement under the Bridge to Independence Program, except those requirements under said program that should be performed prior to the time the young adult reaches 19 years of age and is discharged from Resource Family care.

I. FEDERAL AND STATE LEGAL AND POLICY REQUIREMENTS

1. The Subrecipient must abide by all policy requirements of Nebraska Administrative Code; applicable state and federal statutes and regulations; any other applicable codes; applicable program guidance and administrative memos; and applicable written policy directives and interpretations from, or as directed by, DHHS.

2. In addition to the federal law cited above in section III.C., Compliance With Civil Rights Laws And Equal Opportunity Employment / Nondiscrimination, Federal Laws include also include but are not limited to:
 - a. Title IV of the Social Security Act, 42 U.S.C. §§ 601 – 687;
 - b. Regulations regarding the Title IV-E Program at 45 CFR §§ 1355 et seq. and 45 CFR §§ 1356 et seq., 45 CFR §§ 1357 et seq.;
 - c. The Health and Human Services Grant Guidance, 45 CFR §§ 75 et seq.;
 - d. P.L. 114-22 Justice for Victims of Trafficking Act of 2015;

- e. Preventing Sex Trafficking and Strengthening Families Act, at 5 U.S.C. §§ 552, 20 U.S.C. § 1001, 25 U.S.C. § 450b, 28 U.S.C. § 1738B and 534, 42 U.S.C. §§ 1301, 1315, 622, 627, 652, 653, 654, 654a, 659a, 664, 666, 670, 671, 673, 673b, 675, 677, 679 and 679b;
 - f. Child and Family Services Improvement and Innovation Act at 42 U.S.C. 1305;
 - g. CAPTA Reauthorization Act of 2010, 42 U.S.C. §§ 5101 et seq.; 42 U.S.C. §§ 5116 et seq.;
 - h. P.L. 110-351, Fostering Connections to Success and Increasing Adoptions Act of 2008;
 - i. P.L. 109-248, Adam Walsh Child Protection and Safety Act of 2006, codified at 34 U.S.C. § 20911;
 - j. P.L. 105-89, Adoption and Safe Families Act of 1997;
 - k. P.L. 95-608, Indian Child Welfare Act (ICWA) of 1978, 25 U.S.C. §§ 1901 – 1963;
 - l. P.L. 106-169, Federal Independent Living Requirements (John H. Chafee Foster Care Independence Act);
 - m. P.L. 103-277, Pro-Children Act of 1994, 20 U.S.C. §§ 6081 et seq.;
 - n. Pub.L. 114–95, Every Student Succeeds Act of 2017; and
 - o. Div E of Bipartisan Budget Act of 2018, HR 1892, Families First Prevention Services Act.
3. Federal Policy includes but is not limited to:
- a. HHS Grants Policy Statement, currently available at: <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf> (or the current Grants Policy Statement, if a new one is issue during the term of this subaward);
 - b. General Terms and Conditions of Mandatory Formula, Block and Entitlement Grant Programs administered by the Administration for Children and Families, currently available at: https://www.acf.hhs.gov/sites/default/files/assets/general_terms_and_conditions_mandatory.pdf; and,
 - c. Any other applicable guidance from the Administration for Children and Families.
4. State Laws include but are not limited to:
- a. Nebraska Juvenile Code, Neb. Rev. Stat. §§ 43-245 through 43-2,129;
 - b. Neb. Rev. Stat. § 68-1214;
 - c. Neb. Rev. Stat. § 43-4204:
 - i. The Subrecipient must provide any and all necessary information, in a timely manner, requested by DHHS to complete any readiness assessment developed by DHHS. Said readiness assessment must, in part, assess the Subrecipient’s readiness to execute contracts and begin preparations for any transition of case management services.
 - ii. The Subrecipient shall not directly provide more than thirty-five percent (35%) of direct services required under this subaward;
 - d. Nebraska Indian Child Welfare Act, Neb. Rev. Stat. § 43-1502 through 43-1517;
 - e. Foster Care Review Act, Neb. Rev. Stat. §§ 43-1301 et seq.;
 - f. Court Appointed Special Advocate Act, Neb. Rev. Stat. §§ 43-3701 through 43-3720;
 - g. Licensing and Approval Requirements:
 - i. All foster homes must be licensed or approved as defined in applicable policy, rules or regulations. DHHS will issue the license and is responsible for all licensing actions.
 - ii. Subrecipient shall ensure that persons providing Resource Family Service are in compliance with applicable Nebraska law, including, but not limited to, Neb. Rev. Stat. § 71-1902; and,
 - h. Child Placement Practices:
 - i. All placements must be documented in N-FOCUS or successor computer program within 72 hours of a child’s placement except in situations beyond the control of Subrecipient. For excepted situations, Subrecipient must work with DHHS to document placement as soon as possible.
 - ii. The Subrecipient shall obtain and maintain an active and ongoing Child-placing Agency license with DHHS, including the provision to license foster homes and relative foster homes.
5. Interstate Compacts
- a. Interstate Compact on the Placement of Children.
 - i. The Subrecipient must comply with the Interstate Compact on the Placement of Children (ICPC) process and policy regarding visiting state wards placed in other states.
 - b. Interstate Compact on Adoption and Medical Assistance (ICAMA).

6. Waiver Demonstration

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

J. COST RECONCILIATION PROCEDURE

- 1.** DHHS may, in its sole discretion, require reconciliations of payments made to the Subrecipient in excess of actual and allowable costs, but not more frequently than monthly. If Subrecipient's total actual and allowable costs pursuant to this Subaward are less than the total advance payments paid to the Subrecipient for the period of reconciliation, DHHS may withhold the difference from the next payment. If the total actual and allowable costs pursuant to this subaward exceed the total compensation paid for the period of reconciliation, DHHS shall reimburse Subrecipient for the difference.
- 2.** If this Subaward is terminated early for any reason and terminated at any point other than the end of a subaward year DHHS will conduct a final reconciliation. If the total actual and allowable costs incurred pursuant to this subaward for that partial subaward year are less than the total compensation paid for that partial subaward year, Subrecipient shall repay the excess funds to DHHS within sixty (60) days of DHHS' written demand. DHHS may also withhold payments to recoup excess funds paid to Subrecipient. If the total actual and allowable costs pursuant to this subaward exceed the total compensation paid, DHHS shall reimburse Subrecipient for the difference.
- 3.** At the end of the term of the subaward and at the end of each renewal term, DHHS will conduct a final reconciliation. If the total actual and allowable costs reported pursuant to this subaward are less than the total payments made, Subrecipient shall repay the excess funds to DHHS within sixty (60) days of DHHS' written demand. If the total actual and allowable costs pursuant to this subaward exceed the total compensation paid, DHHS shall reimburse Subrecipient for the difference.
- 4.** In no case shall any payment or the total of payments made through the cost reconciliation process exceed the total annual Not To Exceed amount.
- 5.** This provision shall survive the expiration or termination of this subaward.

K. INFORMATION SYSTEM REQUIREMENTS

- 1.** The Subrecipient must use the state-provided case management system to perform all case management activities for services provided under this subaward. Connection to the state case management system must only be accomplished through state authorized connection and encryption methodology. Subrecipient employees are granted access to information systems and information created, collected, processed and stored on behalf of DHHS under the terms and conditions of this subaward, including but not limited to the Business Associate Provisions (Attachment Four), provided herein.
- 2.** All information collected, processed, compiled and stored by the Subrecipient on behalf of DHHS under the terms and conditions defined in this subaward is the sole property of DHHS and subject to all privacy and security safeguards defined by DHHS and applicable federal guidance.
 - a.** The Subrecipient must allow and provide DHHS access to any and all information and data collected related to the performance of this subaward.
 - b.** Data systems created, owned, and maintained by the Subrecipient for the purpose of conducting case management in support of this subaward shall be configured per the guidance of paragraph V.K.6, and must have an independent assessment of the administrative, physical, technical and privacy controls conducted at least once every three years. Reports shall be provided to DHHS upon written request and in a format and time that is agreeable between the Subrecipient and DHHS.

3. The Subrecipient must assign a security administrator for all of its sites who will act as the liaison between the Subrecipient and DHHS. The security administrator, who must be identified in the proposal as part of the key personnel (see section VI, A, 2 Corporate Overview), will be responsible for:
 - a. Immediately notifying DHHS when a Subrecipient employee is hired or leaves employment;
 - b. Providing appropriate documentation to DHHS for the provisioning of user accounts;
 - c. Validating all Subrecipient user accounts with DHHS annual;
 - d. Conducting proper background checks for new employees;
 - e. Immediately notifying DHHS in the event of a security incident involving misuse of the state-provided case management system or loss of client information per the state and federal guidance outlined in V.K.6; and,
 - f. Ensuring security awareness and acceptable use training is conducted and documented for all staff on initial hire and annually thereafter. Documentation shall be provided to DHHS upon written request within three (3) business days.
4. The Subrecipient shall not request access for employees of subcontractors or Second Tier Subrecipients to state-provided case management systems without the express written consent of DHHS.
5. The Subrecipient must appoint a technology coordinator as the primary contact between the Subrecipient and DHHS to address IT related issues. The technology coordinator must be identified in the proposal as part of the key personnel (see section VI, A, 2 Corporate Overview.), The Subrecipient technology coordinator is responsible for the following:
 - a. Purchasing, installing, configuring and managing all hardware and software, all computer hardware support, hardware and software upgrades, the movement of all computer equipment, any needed network support, server and LAN printer support and software installation and configuration of information systems owned by the Subrecipient for the performance of responsibilities associated with this subaward. National Institute of Standards and Technology Special Publication (NIST SP) 800-53 must be used as guidance for securing network and computing resources.
 - b. Understanding that wireless laptops may be permitted under the terms and conditions of this subaward. Such laptop computers must be full disk encrypted. Subrecipient agrees to implement policies that address the physical security of mobile devices, the risk of using unsecured wireless connections, and rules of behavior that govern the appropriate use and safeguards Subrecipient employees must take when using mobile devices.
 - c. Immediately notifying DHHS of any lost or stolen computer hardware that may have been used to access, process, or store client information.
 - d. Providing DHHS with a detailed system security plan of any network infrastructure connecting to the agency network.
 - e. Understanding that remote or home office work sites may be permitted under the terms of this subaward provided each location meets the compliance requirements as detailed in publications listed in V.K.6. All agents, employees, interns, volunteers, Second Tier Subrecipients or subcontractors take reasonable and appropriate actions to ensure such work sites meet compliance requirements when accessing DHHS information.
 - f. Performing and documenting annual physical site reviews for all remote office and home office locations to ensure the security controls at remote or home office are met. The site safeguard reviews must include inspection of physical, administrative, technical and privacy safeguards implemented at each location. Documentation must include any noted deficiencies, recommendations, and actions taken to address noted deficiencies. Site review documentation must be made available upon request to DHHS agents or other applicable compliance officers with jurisdiction.
6. The Subrecipient must meet compliance requirements for all applicable state and federal physical, administrative, technical and privacy safeguard standards and abide by DHHS Information Technology Policies and Standards that govern the appropriate use of, disclosure of, privacy of, and security of information provided by DHHS or compiled by the Subrecipient on behalf of DHHS under the terms and conditions defined in this subaward. Such guidance includes, but is not limited to:
 - a. Health Insurance Portability Accountability Act of 1996 (HIPAA) Privacy Rule 45 CFR §§160 et seq. and §§164 Subparts A and E;
 - b. HIPAA –Security Rule 45 CFR §160 and §§164 Subparts A and C;
 - c. Internal Revenue Service (IRS) - Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies;
 - d. Social Security Administration (SSA) - Computer Matching Agreement;

- e. Nebraska Information Technology Commission (NITC) Information Technology Policies and Standards; and,
- f. Centers for Medicare and Medicaid Services (CMS) Computer Matching Agreement.

L. RETAINAGE AND PERFORMANCE MEASUREMENTS

This is a performance-based subaward. The following approach, methodology, and measures will be applied in this subaward to ensure the Subrecipient provides effective outcomes for the children and families served.

1. Overview.

- a. A performance target for each measure will be mutually agreed upon by DHHS and the Subrecipient prior to subaward execution.
- b. DHHS shall initially withhold three percent (3%) of each monthly payment as retainage for an initial period of twelve (12) months after the Operational Start Date. After the first twelve (12) months, the percentage of retainage will be adjusted based on the Performance Measure (PM) score, as provided below. After the initial twelve (12) month period each designated period will be three (3) months.
- c. If, at the end of the designated period, Subrecipient meets all of the performance measures identified in Section V.L. 2. (b) i – v, , the retainage amount will be returned to the Subrecipient, in full, within 45 days of the end of the designated period. If the Subrecipient cannot meet all of the performance measures identified in Section V.L. 2. (b) i – v, , DHHS shall retain the designated portion of the retainage amount until Subrecipient becomes compliant with performance measures. Each performance measure will constitute twenty percent (20%) of the total retainage amount.
- d. Based on the PM Average, the percentage of retainage may also be adjusted upward or downward, as provided below.

2. Retainage Measures and Methodology.

a. Methodology

- i. **PM Average Calculation.** Each Performance Measure identified in Section V.L.2.b will be assigned a PM Score, with one hundred (100) points awarded to the agreed-upon target. If the Subrecipient does not meet the agreed upon target, one point will be subtracted for every one percent (1%) deviation from the agreed-upon target. If the Subrecipient exceeds the agreed-upon target, one point will be added for every one percent (1%) deviation from the agreed-upon target. The PM Average will be the sum of each PM Score divided by five (5).
- ii. **Retainage Rate.** At the end of each retainage period, the retainage rate shall be equal to the previous time period's retainage rate plus or minus a percentage that corresponds to a PM Average as listed in the table below.

PM Average	Percent Change
64.9 and below	0.5
65.0– 99.9	0.25
100 – 110.0	0
110.1 – 150.0	-0.25
150.1 and above	-0.5

- iii. At no point during the term of this subaward shall the retainage rate be less than one percent (1%) or more than five percent (5%).

b. Performance Measures Tied to Retainage:

- i. **Recurrence of Substantiated Maltreatment.** This outcome measures the rate of recurrence, expressed as a percentage, of substantiated maltreatment in a 12-month period in the Eastern Service Area, whether or not the child was involved with the court system. The Subrecipient is expected to achieve a lower % than the agreed upon target for recurrence of maltreatment.
- ii. **Average Time to Successful Case Closure for Non-Court Involved Children.** This outcome measures the average time to case closure (in days) for Non-Court Involved

Children, on a rolling 12-month average, for non-court children who exited care. The Subrecipient is expected to achieve a lower % than the agreed-upon target for average length of stay for Non-Court Involved Children.

- iii. **Rate of Removal of Non-Court Involved Children (in-home).** This outcome measures the average rate of removal, on a rolling 12-month average, children originally assigned to the Subrecipient as part of in-home, non-court involved cases. The Subrecipient is expected to maintain an equal or lower % than the agreed-upon target using evidence-based services designed to preserve families.
- iv. **Median Months to Reunification for Court Involved Children, in foster care.** This outcome measures all children discharged from foster care to reunification who had been in foster care for 8 days or longer. The Subrecipient is expected to achieve a lower median months than the agreed-upon target for months to reunification for court involved children.
- v. **Rate of Court Involved Children in Foster Care for 24 Months or More who Achieve Permanency.** This outcome incentivizes helping children with a longer than average stay in foster care achieve a positive permanency outcome. It measures the average time to achieve positive permanency (defined as Reunification, Adoption, or Guardianship) in years, on a rolling 12-month average, for court involved children. The Subrecipient is expected to achieve a lower % than the agreed-upon target..

3. Performance Measures Tied to Outcomes and Other Remedies:

- a. Subrecipient performance is also measured through the Federal Data indicators which is population data. The data indicators assess operational measures for safety, permanency and well-being. The Subrecipient shall meet or exceed the following federal targets for each of the measures indicated in this RFP and for the life of the subaward:
 - i. **Safety Outcome – Maltreatment in Foster Care – Federal target - <7.00**
Of all children in foster care during a 12-month period, what is the rate of victimization, per day of care?

Numerator: Of the children in the denominator, the total number of substantiated or indicated reports of maltreatment (by any perpetrator) during a foster care episode within the 12 month period.
Denominator: Of the children in foster care during a 12 month period, the total number of days that these children were in foster care as of the end of the 12 month period.
 - ii. **Safety Outcome – Recurrence of Maltreatment – Federal target - <7.9%**
Of all children who were victims of substantiated or indicated maltreatment report during a 12 month period, what percent were victims of an additional substantiated or indicated maltreatment report within 12 months?

Numerator: Of the children in the denominator, the number who had another substantiated or indicated maltreatment report within 12 months of their initial report.
Denominator: The number of children with at least one substantiated or indicated maltreatment report in a 12 month period.
 - iii. **Average Rate of Removal of Non-Court Involved Children (in-home).** This outcome measures the average rate of removal, on a rolling 12-month average, children originally assigned to the Subrecipient as part of in-home, non-court involved cases. The Subrecipient is expected to maintain an equal or lower % than the agreed upon target using evidence-based services designed to preserve families.
 - iv. **Permanency Outcome – Permanency in 12 months for Children Entering Foster Care. - Federal target - >43.8%**
Of all children who enter foster care in a 12 month period, what percentage are discharged to permanency within 12 months of entering care?

Numerator: Number of children in the denominator who are discharged to permanency within 12 months of entering care.
Denominator: Number of children who enter foster care in a 12 month period.

- v. **Permanency Outcome – Permanency in 12 months for Children in Care 12 to 23 Months. – Federal target - >46.2%**
Of all children in care on the first day of a 12-month period who had been in care (in that episode) for 24 months or more, what percent discharged to permanency within 12 months of the first day?
Numerator: Number of children in the denominator who discharged to permanency within 12 months of the first day in care.
Denominator: Number of children in care on the first day of a 12 month period who had been in care (in that episode) between 12 and 23 months.
- vi. **Permanency Outcome – Permanency in 12 months for Children in Care 24 Months or more. – Federal target - >36.3%**
Of all children in care on the first day of a 12-month period who had been in care (in that episode) for 24 months or more, what percent discharged to permanency within 12 months of the first day?
Numerator: Number of children in the denominator who discharged to permanency within 12 months of the first day.
Denominator: Number of children in care on the first day of a 12 month period who had been in care (in that episode) for 24 months or more.
- vii. **Permanency Outcome – Re-entry into Foster Care – Federal target - <8.3%**
Of all children who enter care in a 12-month period, who discharged within 12 months to reunification and live with relative or guardianship, what percent re-entered care within 12 months of their discharge?
Numerator: Number of children who re-enter foster care within 12 months of discharge.
Denominator: Number of children who enter care in a 12 month period who are discharged within 12 months to reunification, living with a relative or guardianship.
- viii. **Permanency Outcome – Placement Stability. - Federal target - <4.12**
Of all children who enter foster care in a 12 month period, what is the rate of placement moves per day of foster care?
Numerator: Of the children in the denominator, the total number of placement moves during a 12 month period.
Denominator: Among the children who enter foster care in a 12 month period, the total number of days that these children were in foster care as of the end of the 12 month period.
- ix. **Well-being Outcome – Sibling Placement.**
Children are entitled to live with other siblings in care when in the best interest of the child.
Numerator: The number of children who are placed with at least one other sibling in Out of Home (OOH) care.
Denominator: The number of children who have siblings in OOH placement on the last day of the month.
- x. **Well-being Outcome – Relative/Kinship Placement.**
Children are entitled to live with relatives/kin while in care when in the best interest of the child.
Numerator: The number of children who are placed with a relative/kin while in OOH placement.
Denominator: The number of children who are in OOH placement on the last day of the month.
- xi. **Well-being Outcome – Completed 12th Grade.**
Children aging out of state wardship that have completed the 12th grade.

Numerator: The number of children aging out of state wardship who have completed the 12th grade.
Denominator: Total number of children aging out of state wardship for reason of emancipation.

xii. Well-being Outcome – School stability.

Children are entitled to remain in their same school when in the best interest of the child.

Numerator: The number of children who are age 5 or older and attending the same school as prior to removal to OOH.

Denominator: The number of children who are age 5 or older in OOH placement on the last day of the month.

xiii. Well-being Outcome – Early Placement Stability.

For all children in care 6 to 12 continuous months during a designated 12 month period, the percent with two or more placement changes during their first 6 months in care.

Numerator: Number of children in care for 6 to 12 continuous months during the designated 12 month period who have changed placements 3 or more times.

Denominator: Number of children in care for 6 to 12 continuous months in the designated 12 month period.

xiv. Well-being Outcome – Placement Stability within 1 Year.

For all children in care 12 to 24 continuous months in a designated 12 month period, the percent with two or more placement changes during their first 12 months in care since their removal date.

Numerator: Number of children in care 12 to 24 continuous months during the designated 12 month time period who have changed placements 2 or more times.

Denominator: Number of children in care for 12 to 24 continuous months in the designated 12 month time period.

xv. Well-being Outcome – Placement Stability for Children in Care for Extended Time Periods.

For all children in care 18 continuous months or more in the designated 12 month period, the percent with three or more placement changes since their removal date.

Numerator: Number of children in care for 18 continuous months or more during the designated time period who have changed placements three or more times.

Denominator: Number of children in care for 18 continuous months or more in the designated 12 month time period.

xvi. Well-being Outcome – Case Manager Stability.

For all children in care 6 to 12 continuous months during a designated 12 month period, the percent with two or more case manager changes during their first 6 months in care.

Numerator: Number of children in care for 6 to 12 continuous months during the designated 12 month period who have changed case managers 2 or more times.

Denominator: Number of children in care for 6 to 12 continuous months in the designated 12 month period.

xvii. Well-being Outcome – Case Manager Changes within 1 Year.

For all children in care 12 to 24 continuous months in a designated 12 month period, the percent with three or more case manager changes during their first 12 months in care since their removal date.

Numerator: Number of children in care 12 to 24 continuous months during the designated 12 month time period who have changed case managers 3 or more times.

Denominator: Number of children in care for 12 to 24 continuous months in the designated 12 month time period.

xviii. Well-being Outcome – Case Manager Changes for Children in Care for Extended Time Periods.

For all children in care 18 continuous months or more in the designated 12 month

period, the percent with three or more case manager changes since their removal date.

Numerator: Number of children in care for 18 continuous months or more during the designated time period who have changed case manager three or more times.

Denominator: Number of children in care for 18 continuous months or more in the designated 12 month time period.

xix. Well-being Outcome – Non-Court Cases

For all children who were victims of a substantiated or indicated maltreatment report during a 12 month period and non-court services were offered what percent were victims of another substantiated or indicated maltreatment report within 12 months of closure of the non-court case.

Numerator: Of the children in the denominator, the number who had another substantiated or indicated maltreatment report within 12 months of closure of the non-court case.

Denominator: The number of children with at least one substantiated or indicated maltreatment report for which non-court services were offered in a 12 month period.

4. Performance Improvement Plan (PIP)
DHHS reserves the right to require a PIP be submitted at any point if performance measures as referenced in Section V. L Retainage and Performance Measurements are not being met.. The plan will be submitted in writing and must contain strategies to meet and maintain the identified outcome. This PIP shall be submitted within 14 Subrecipient business days of the request.

M. REPORTING REQUIREMENTS (DELIVERABLES)

1. Cost Allocation Plan

A cost allocation plan meeting the standards set forth in this RFP must be submitted to and approved by DHHS by no later than ninety (90) days after Operational Start Date. DHHS will not unreasonably withhold approval of such cost allocation plan.

2. Financial Reports

- a. Financial statements must be provided by the Subrecipient to DHHS within thirty (30) calendar days of the end of each month. The financial statements must include a balance sheet, income statement, and statement of cash flows in a format to be agreed upon during subaward negotiations. The financial statements must be prepared using the accrual basis of accounting and using GAAP.
- b. Thirty (30) calendar days following the end of each month, an aging of accounts payable must be provided by the Subrecipient to DHHS. The accounts payable aging must be consistent with the monthly financial statements provided to DHHS and list, by subcontractor or Second Tier Subrecipient, the amount owed to each subcontractor or Second Tier Subrecipient and what portion of the amount owed has been due less than thirty (30) days; what portion has been due between thirty (30) days and fifty-nine (59) days; what portion has been due between sixty (60) days and eighty-nine (89) days; what portion has been due between ninety (90) days and one hundred nineteen (119) days; and what portion has been due one hundred twenty (120) days or longer. In addition, a reconciliation of accrued expenses to the balance sheet must also be provided each month to the DHHS. Nothing in this section is intended to limit access to the Subrecipients records and information as provided elsewhere in this subaward and the terms of this section shall survive expiration or termination of this subaward.

3. Expenditures

- a. The Subrecipient must track and report, quarterly and annually, all federal and state expenditures, including administrative costs, in a format to be agreed upon during subaward negotiations. This report shall be due on the 15th day following the end of the quarter and 15th day after the end of the subaward year. Tracking includes, but is not limited to, reconciling its monthly financial statements to invoices for services for purposes of claiming reimbursement under Title IV-E of the Social Security Act. The reconciliations must be readily reviewable and traceable to source documentation. Source documentation includes, but is not limited to: invoices, timesheets, and other billing documents; payments to foster parents and other providers by check, electronic funds transfer, or other types of payment; and contracts, subawards, and other

writings documenting the agreement of the parties relating to services and compensation. In the event that such reconciliation is not completed by the last day of the second month following the end of a reporting quarter, DHHS may elect to withhold the next advance payment until the reconciliation is completed. DHHS may also withhold the final payment necessary to effect reconciliation from any payment made.

- 4.** State and Federal Reports
 - a.** The Subrecipient shall provide any and all information requested, in writing, by DHHS that is deemed necessary to complete reports required by any applicable federal or state law or regulation, including but not limited to caseloads, training, coordination with Tribes, Foster and Adoptive Parent Recruitment and Retention Plans, monthly caseworker visits, Continuous Quality Improvement, and others.
- 5.** Outcome Measures
 - a.** The Subrecipient shall submit monthly reports on Outcome Measures as addressed in Section V, subsection L 2-3.
- 6.** Performance Reviews
 - a.** The Subrecipient shall submit a written monthly report for performance measures indicated in Section V, subsection L, Retainage and Performance Measurements
- 7.** Foster Care
 - a.** The Subrecipient shall provide a written quarterly report of licensed Resource Family (foster) homes recruited and retained during the month.
- 8.** Training
 - a.** The Subrecipient shall submit a quarterly report of training that occurred for case management staff, to include but not limited to training curricula, training rosters, and hours of training.
- 9.** Grievances
 - a.** The Subrecipient must provide to DHHS a quarterly report of all grievances about the performance or actions of the Subrecipient made by children, families or constituents.
- 10.** Critical Incident Reports
 - a.** The Subrecipient shall immediately report (verbally) to DHHS any Critical Incident. The term Critical Incident includes, but is not limited to:
 - i.** Death of a child resulting from abuse or neglect;
 - ii.** Near fatality, life threatening condition or serious injury of a child resulting from abuse or neglect;
 - iii.** Suicide, or attempted suicide of a state ward or child who DHHS serves;
 - iv.** Death of a state ward or child DHHS is working with by other means, accidental or non-accidental;
 - v.** Death or non-accidental serious injury of a staff person while on the job;
 - vi.** Allegations or arrests of a state ward or child who is served by DHHS is involved with for serious illegal/criminal activity (i.e. homicide; manslaughter; near fatality of another person; sexual assault; assault – first or second degree; aggravated or armed robbery; etc.,
 - vii.** Any other event that is highly concerning, poses potential liability, or is of emerging public interest; and;
 - viii.** Any incident that meets the definition of sexual abuse as defined in Neb. Rev. Stat. § 28-318.
 - b.** The Subrecipient shall provide to DHHS a written report of the Critical Incident within four (4) hours on the DHHS-approved format.

11. Safety Standards:

- a.** The Subrecipient shall immediately report any circumstances that would require a report pursuant to Neb. Rev. Stat. § 28-711 to the DHHS Hotline (1-800-652-1999), or appropriate law enforcement agency, or 911, if an emergency, in addition to the assigned DHHS personnel.
- b.** The Subrecipient must provide documentation of its protocol after award of the subaward for reporting suspected abuse and neglect for staff in its employment and with any subcontractors or Second Tier Subrecipients.

12. Laws Violations by Employees

- a.** The Subrecipient must report, within 24 hours, to DHHS, any non-traffic arrest or conviction of an employee who may have contact with children and families in the performance of this subaward.

N. CAPACITY BUILDING COMPONENT

- 1.** DHHS will reimburse actual and allowable expenses incurred by the Subrecipient for reasonable and prudent incremental management, administrative, and support staff, as well as reasonable and prudent operating expenses incurred prior to Operational Start Date that are necessary to build capacity in Nebraska to support transition planning, staff recruitment, and service contract procurement. Such reimbursement of actual and allowable costs shall not exceed \$300,000 (three hundred thousand dollars).

VI. PROPOSAL INSTRUCTIONS

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

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

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

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

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

Further, Sections II through VI must be completed and returned with the proposal response.

2. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should describe its corporate structure. It 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. Per Neb Rev Stat. § 43-4204, the Subrecipient must have a board of directors of which at least fifty-one percent of the membership is composed of Nebraska residents who are not employed by the Subrecipient or by a subcontractor of the Subrecipient. Failure to provide a plan that sufficiently addresses the statutory requirements, in the sole discretion of DHHS, may result in a rejection of any bid. Any new entity created will have to execute all final contractual documents, but the entity does not have to be created unless awarded the subaward. The bidder should describe how it will comply with the requirements of the governing board and financial liquidity as described in Neb. Rev. Stat. § 43-4204.

While the bidder does not have to be a "non-Federal entity," as defined by 45 CFR § 75.2 as it may be amended from time to time, the Subrecipients (if a new entity is created for the purposes of this contract) must be a "non-Federal entity" as provided in said regulation

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.

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 vendor(s) will require notification to the State.

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

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

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The Subrecipient's responsibilities;
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Subrecipient or as a subcontractor. If a bidder performed as the prime Subrecipient the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. The bidder's financial management capacity including experience / ability to manage federal funds, financial stability, systems, and cost allocation plans.
- iii. Subrecipient and subcontractor(s)/ Second Tier Subrecipient experience should be listed separately. Narrative descriptions submitted for subcontractors / Second Tier Subrecipient should be specifically identified as subcontractor Second Tier Subrecipient projects.
- iv. If the work was performed as a subcontractor / Second Tier Subrecipient, the narrative description should identify the same information as requested for the Subrecipient above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor / Second Tier Subrecipient.
- v. Bidder should describe previous experience with service the child welfare population or any other relevant experience with the child welfare population.

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

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

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

j. SUBCONTRACTORS

If the bidder intends to subcontract / subaward, any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the subcontractor(s) / Second Tier Subrecipient(s);
- ii. specific tasks for each subcontractor(s) / Second Tier Subrecipient(s);
- iii. percentage of performance hours intended for each subcontract / subaward; and
- iv. total percentage of subcontractor(s) / Second Tier Subrecipient(s) performance hours.

k. REFERENCES

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

3. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should include the following items:

- a.** Attachment Four – Business Associate Agreement
- b.** Attachment Six - Business Requirements Matrix;
- c.** Catalogue of In-Home Services;
- d.** Preliminary Implementation Plan;
- e.** Draft Cost Allocation Plan of development and implementation of Random Moment Time Study or other time tracking method; and
- f.** Transitional Plan

VII. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost Proposal. The bidder must use the State's Cost Proposal. The bidder should submit the State's Cost Proposal in accordance with Section I Submission of Proposal.

THE STATE'S COST PROPOSAL AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. COST PROPOSAL

This RFP is not for a fee-for-service contract, but to award a subaward pursuant to federal law. Therefore, DHHS may not pay a profit, and may only pay Subrecipient up to the total of its actual and allowable costs, as defined herein. In its Cost Proposal the Subrecipient shall provide a total Not To Exceed amount for each subaward year. Subrecipient may receive payment or reimbursement up to, but not exceeding, that Total Not to Exceed Amount, but is not guaranteed that amount, as it may only be paid up to its actual and allowable costs of providing the services under this subaward.

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

B. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Form A
Bidder Contact Sheet
Request for Proposal Number 5995 Z1

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

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

Each bidder 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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, 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 RFP.

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

_____ 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 USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	