

**THE CHILD WELFARE
POLICY AND PRACTICE
GROUP**

**428 East Jefferson Street
Montgomery, Alabama
36104**





June 13, 2019

Ms. Annette Walton, Ms. Julie Schiltz, Ms. Buffy Meyer
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Dear Ms. Walton, Schiltz, and Meyer:

Please find enclosed original proposal from the Child Welfare Policy and Practice Group in response to the Nebraska Request for Proposal (RFP) Number 6084 Z1, for the purpose of selecting a qualified bidder to provide Child Welfare Reform Analysis. I as the Executive Director am authorized to enter into contracts on behalf of the organization. Our address and contact information are below.

As instructed, I have reviewed the State Purchasing Bureau website for all addenda or amendments, as well as all Questions and Answers posted. Thank you for this opportunity.

The Child Welfare Policy and Practice Group
428 East Jefferson Street
Montgomery, AL 36104
Office: 334-264-8300
Cell: 334-451-0314
Fax: 334-264-8310
Email: fbaker@childwelfaregroup.org

Sincerely yours,

Freida S. Baker, Executive Director
The Child Welfare Policy and Practice Group

Original

Form A
Bidder Contact Sheet
Request for Proposal Number 6084 Z1 ORIGINAL

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:	The Child Welfare Policy and Practice Group
Bidder Address:	428 East Jefferson Street Montgomery, AL 36104
Contact Person & Title:	Freida S. Baker, Executive Director
E-mail Address:	fbaker@childwelfaregroup.org
Telephone Number (Office):	334-264-8300
Telephone Number (Cellular):	334-451-0314
Fax Number:	334-264-8310

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:	The Child Welfare Policy and practice Group
Bidder Address:	428 East Jefferson Street Montgomery, AL 36104
Contact Person & Title:	Freida S. Baker, Executive Director
E-mail Address:	fbaker@childwelfaregroup.org
Telephone Number (Office):	334-264-8300
Telephone Number (Cellular):	334-451-0314
Fax Number:	334-264-8310

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

ORIGINAL

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.

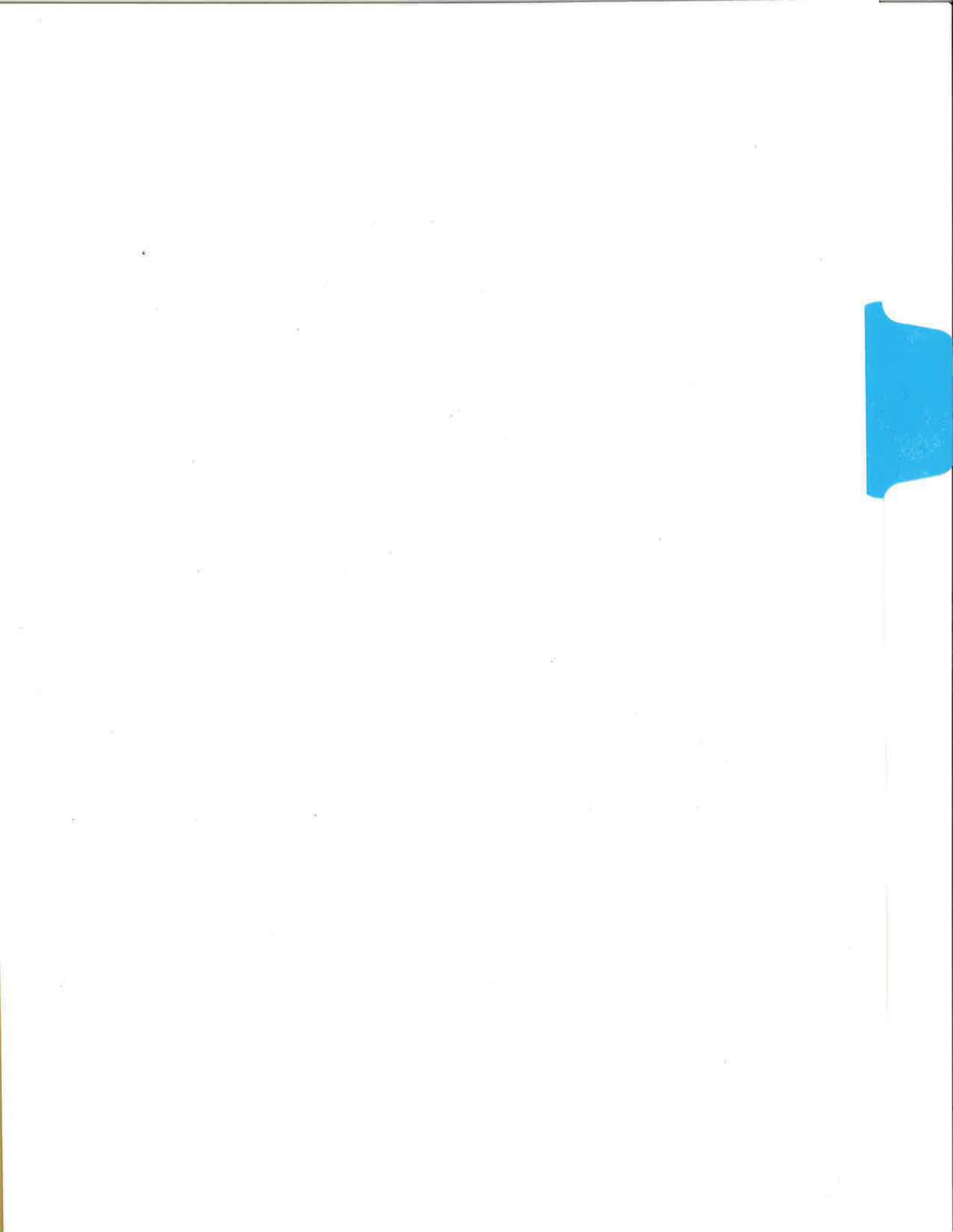
_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date 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:	The Child Welfare Policy and Practice Group
COMPLETE ADDRESS:	428 East Jefferson Street, Montgomery, AL 36104
TELEPHONE NUMBER:	334-264-8300
FAX NUMBER:	334-264-8310
DATE:	June 13, 2019
SIGNATURE:	<i>Freida S. Baker</i>
TYPED NAME & TITLE OF SIGNER:	Freida S. Baker, Executive Director



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 contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

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

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

A. GENERAL

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

The contract 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. Contractor'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 contract.

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

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

B. NOTIFICATION

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

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally 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 POINT OF CONTACT (POC)

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

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

D. GOVERNING LAW (Statutory)

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

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

E. BEGINNING OF WORK

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

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the awarded bidder. The Contractor 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:
JSB			

The State and the Contractor, 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 contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

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

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

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

H. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor 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:
JJB			

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. SUSPENSION OF SERVICES

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

DHHS may, at any time and without advance notice, require Contractor to suspend any or all activities provided under this Contract. A suspension may be the result of a reduction in federal or state funds, budget freeze, emergency, contract compliance issues, investigation, or other reasons not stated here.

1. In the event of such suspension, the DHHS Chief Operating Officer/Contract Administrator or designee will issue a written Stop Work Order to the Contractor. The Stop Word Order will specify which activities are to be immediately suspended, the reason(s) for the suspension, and, if possible, the known duration period of the suspension.
2. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the order during the period of suspension.
3. The DHHS Chief Operating Officer/Contract Administrator or designee may extend the duration of the suspension by issuing a modified Stop Work Order which states the new end date of the suspension and the reason for the extension.

4. The suspended activity may resume when (i) the suspension period identified in the Stop Work Order has ended or (ii) when the DHHS Chief Operating Officer/Contract Administrator or designee has issued a formal written notice cancelling the Stop Work Order or directing Contractor to resume partial services.
5. If a deadline for submitting a deliverable is impacted by the suspension of any activity, then upon resuming the suspended activity, the deadline for submitting the impacted deliverable must be extended by the number of days an activity was suspended.

K. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
g8b			

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

L. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
g8b			

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

5. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this lease. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, Contractors or assigns or by third persons shall be determined according to applicable law.

6. 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:
J&B			

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

N. RETAINAGE

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

CFS will withhold ten percent (10%) of Phase 1 Task 1 and Phase 1 Task 2 payments due as retainage. The entire retainage amount will be payable upon successful completion of Phase 1 Task 3. Upon completion of Phase 1 Task 3, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

O. REMEDIES FOR NONCOMPLIANCE

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

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

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 Contractor;
3. Disallow all or part of the cost of the activity or action not in compliance;
4. Wholly or partly suspend or terminate contract (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, Contractor's inability to meet or exceed the federal standards contained in Family First Prevention Services Act (FFPSA). If this, or any other failure by Contractor to comply with any federal statute, regulation, Title IV-E state plan, or term of this Contract, is a proximate cause of any reduction in federal funds to DHHS, DHHS may disallow costs under this Contract in an amount up to DHHS' reduction in federal funding.

Nothing in this section shall limit any other legal remedies available to DHHS.

P. ASSIGNMENT, SALE, OR MERGER

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

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

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

Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

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

R. FORCE MAJEURE

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

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

S. CONFIDENTIALITY

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

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.

T. OFFICE OF PUBLIC COUNSEL (Statutory)

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

U. LONG-TERM CARE OMBUDSMAN (Statutory)

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

V. EARLY TERMINATION

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

The contract may be terminated as follows:

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

W. CONTRACT CLOSEOUT

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

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>.
The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the Contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	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 Contractor 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 Service
 Division of Children and Family Services
 Attn: CFS Contract Administrator
 301 Centennial Mall S., 3rd Floor
 Lincoln, NE 68509

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

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

4. DEVIATIONS

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

H. ANTITRUST

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

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

I. CONFLICT OF INTEREST

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

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 contract, 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. SITE RULES AND REGULATIONS

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

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

K. ADVERTISING

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

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

L. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

M. DISASTER RECOVERY/BACK UP PLAN

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

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

N. DRUG POLICY

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

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

O. WARRANTY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "no goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

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

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall include at a minimum Contractor's name, address, contract number, invoice date, description of and date of service. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

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

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

E. PAYMENT

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

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (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 Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

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

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



ORIGINAL

Proposal for Assessment of Child and Family Services Operations

RFP 6084 Z1

The Nebraska Department of Health and Human Services

Corporate Overview

a. Bidder Identification and Information -

The Child Welfare Policy and Practice Group, Inc.
428 East Jefferson Street
Montgomery, AL 36104
Tax ID: 72-1364474
Non-profit Corporation incorporated March 5, 1997 in the State of Alabama
There have been no changes in the name and form of the organization since formation.

b. Financial Statements - The Child Welfare Policy and Practice Group is providing copies of the latest financial statements available. Please refer to Appendix A.

The financial institution used by The Child Welfare Policy and Practice Group is:

BBVA Compass
P. O Box 10566
Birmingham, AL 35296

There are not nor ever been any judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization.

c. Change of Ownership - There is no anticipation during the next twelve (12) months of any change in leadership or control of The Child Welfare Policy and Practice Group.

d. Office Location –

The Child Welfare Policy and Practice Group
428 East Jefferson Street
Montgomery, AL 36104

e. Relationships with the State - There have not been any dealings with the State of Nebraska over the previous five (5) years.

f. Bidder's Employee Relations to State - There is not anyone working with The Child Welfare Policy and Practice Group who has ever been employed by the State of Nebraska.

g. Contract Performance - The Child Welfare Policy and Practice Group has not had any contract terminated in the past ten (10) years.

h. Summary of Bidders Corporate Experience

The Child Welfare Policy and Practice Group (CWG) is a non-profit technical assistance organization, created in 1996. Its primary focus has been on system change through provision of strategic planning, system evaluation, curriculum development, training and training of trainers, and front line supervision and practice coaching. Technical assistance has primarily involved child welfare systems, but CWG has also assisted children's mental health systems. Its evaluation work often has a unique feature which assesses practice quality through use of the Quality Service Review (QSR), a field interview-based quality improvement (QI) process that assesses current child and family status and system performance.

Because the original leadership team at CWG consisted of a number of staff who had been in leadership roles in Alabama during its implementation of a class action settlement agreement, CWG has been invited to serve in a federal court monitoring role by the parties in several child welfare settlement agreements. These settlements involved New York City, Utah, Tennessee and, currently, Los Angeles County and South Carolina.

CWG's evaluation experience is extensive and has recently involved the following child welfare systems:

- Washington, DC - Evaluating practice quality and assessing the performance of its CQI system
- New Jersey – Training and coaching in the use of the QSR process
- Iowa - Training and coaching in the use of the QSR process, evaluating overall system operations and assessing provider readiness for implementation of Families First
- Florida - Training and coaching in the use of the QSR process and evaluating system performance in DCF's Community Based Care agencies, Assisting DCF in implementing a Results-Based Accountability Process
- Utah - CWG served as court monitor, evaluating overall system performance until its exit from court jurisdiction
- Philadelphia – Evaluation of the child welfare system's privatization of case management services
- Michigan - Training and coaching in the use of the QSR process
- Los Angeles County – Court monitor of a settlement agreement involving the child welfare and mental health systems
- South Carolina – Court monitor of a child welfare settlement agreement
- Indiana – Year-long comprehensive evaluation of the child welfare system
- Louisiana – High level review of system performance
- Arkansas – High-level review of system performance

- Tennessee – Served as part of a court ordered advisory committee supporting the State’s settlement agreement implementation
- Illinois - Training and coaching in the use of the QSR process

A unique quality of CWG’s experience is the diversity of the roles it performs in providing technical assistance to states. Its front-line coaching and QI work bring the organization into frequent contact with both children and families and caseworkers and their supervisors. As a result of this proximity to the experience of families served by the child welfare system, CWG regularly sees the results upon workers and families of the policies, procedures and practice employed by the system.

CWG experience as court monitor and technical assistance provider to states in litigation permits it to view all levels of operations in systems, from administrative activities like the contracting process or operation of the hot line to practices to measure achievement of child and family outcomes. And, CWG’s qualitative review process experience helps identify systemic barriers likely to be identified as challenges in a state’s CFSR process.

Bidder’s Experience

The following matrix describes three previous projects that are similar to Nebraska’s RFP in size, scope and complexity and/or demonstrate the flexibility of CWG’s approach.

Indiana

The Indiana evaluation was commissioned by the Governor after the DCS Director resigned, accusing the Governor publicly of disinterest in protecting children. In response, the Governor invited CWG to provide a comprehensive evaluation of the Department, based on a recommendation by Casey Family Programs. After accepting the final report and recommendations, which he did in a live-streamed event for all DCS staff, the Governor announced a commitment of \$25 million from the State’s budget surplus for staff raises. He later made the recommendations part of his legislative agenda, most of which the legislature supported.

Time Period – January 2018 – July 2018

Actual/Scheduled Completion Dates – Same dates

Contractor Responsibilities –

Assess the capacity of the Department’s SACWIS Reporting System
 Assess the responsiveness of data reviewed to system outcomes
 Identify any missing metrics

Compare system trend and outcome data with national trends
Identify any data outliers in In-home Services, Child Protection, Foster Care and Adoptions
Analyze workforce metrics and data, including turnover, caseload and frontline staff experience
Assess the functionality of the Department's current organizational structure
Assess budget trends, resource needs and federal revenue utilization
Review program policies, contact performance expectations, provider licensing standards
Examine the operations of the quality assurance program
Evaluate the sufficiency of placement resources
Prepare a report on findings and recommendations to the Governor

Customer Information – Terry J. Stigdon, MSN, RN
Director
Indiana Department of Child Services
302 W. Washington Street
Room E 306-MS47
Indianapolis, IN 46204-2739
Terry.Stigdon@dcs.IN.gov
317-234-3323

Bidder Role – CWG was prime contractor

Budget – \$179,000

Philadelphia

CWG was selected for evaluation of the Philadelphia DHS privatization of child welfare case management services by the newly elected Mayor's office. The evaluation was undertaken in part due to the ineffectiveness of the privatization initiative under a previous administration, which rushed implementation to the point that the work of the private case management entities, called Community Umbrella Agencies, was failing. A new, progressive DHS Director was appointed shortly before the evaluation began. She immediately began to address some of the barriers that the evaluation was also uncovering.

Time Period – August 2016 – November 2017

Actual/Scheduled Completion Dates – August 2016 –November 2017 (DHS chose to lengthen the scope mid-contract to add other tasks)

Contractor Responsibilities –

Contribute to a communication strategy about the evaluation
Conduct comprehensive staff and stakeholder interviews

Analyze the capacity and utilization of the data system
Conduct in-depth data and trend analysis
Conduct a review of DHS and Community Umbrella Agency (CUA -privatized case management entity) staffing
Conduct DHS and CUA role analysis
Shadow caseworkers in all CUA Districts
Review the contracting process, provider performance expectations
Analyze CUA support services and funding
Complete summary of best practice in urban jurisdictions
Review data dashboards in other jurisdictions
Complete a report of findings and present to the community

Customer Information – Eva Gladstein

Deputy Managing Director for Health and Human Services
1430 Municipal Services Building
1401 J.F. Kennedy Blvd.
Philadelphia, PA 19102
eva.gladstein@phila.gov
215 686 3696

Bidder Role – CWG was prime contractor

Budget - \$180,000

Arkansas

As an example of CWG's versatility, the Arkansas assessment illustrates the organization's approach on a smaller scale. The new governor was confronted by a series of child welfare crises, the first regarding a highly publicized child death in an open in-home case. Soon after, a state legislator was discovered to have informally "re-homed" an adopted child with an acquaintance, who subsequently sexually abused the child. At the suggestion of Casey Family Programs, Arkansas asked CWG to conduct a brief, high level review of Department operations. The recommendations of the CWG report that resulted became the long-term strategy for the Governor and Department.

Time Period – January 2015 – December 2015

Actual/Scheduled Completion Dates – December 31, 2015

Contractor Responsibilities –

Conduct a high level review of agency operations to include the following:

Comparison of system performance with national trends
 Identify emerging concerns about agency operations, trends and outcomes
 Identify program, policy and human resource barriers
 Identify child and family service gaps
 Examine the functionality of the current organizational structure
 Assess the agency relationship with legislative leadership
 Provide a report of findings to the Governor

Customer Information – Mischa Martin, Director
 Donaghey Plaza
 P.O. Box 1437
 Little Rock, AR 72203

Bidder Role – CWG was prime contractor

Budget – \$26,000

i. Summary of Personnel Management Approach

CWG will use a core team of three consultants in this project with two additional persons joining the team for specialized pieces of work. Those specialized functions include reviews of the budget and funding sources, the organizational structure and contracting, and the quality assurance process. All are credentialed professionals with decades of work in child welfare. Their resumes and references are included in Appendix B. All consultants will work under the oversight of Freida Baker, MSW, CWG’s Executive Director, who is also a member of the project team.

A listing of the functions involved in this assessment with the consultant(s) assigned and the estimated number of days and total percentage of time required of each is depicted in the table below.

Table 1: Project Tasks, Time Required, and Assigned Consultants

Task 1: Finalization of plan, scheduling, and information gathering, analysis		
Function	Personnel	#/% of days
Initial meetings with CFS administrators	Freida Baker	1/1%
	Alan Puckett	1/1%
	Sue Steib	1/1%
Finalization of detailed project plan	Freida Baker	1/1%
	Alan Puckett	1/1%
	Sue Steib	1/1%

Task 2: Business process mapping		
Survey design and analysis	Freida Baker	1/1%
	Alan Puckett	2/2%
	Sue Steib	1/1%
Staff interviews and process mapping	Freida Baker	3/3%
	Alan Puckett	4/4%
	Sue Steib	4/4%
Compilation and analysis of interview data	Sue Steib	3/3%
	Alan Puckett	3/3%
Review and analysis of child welfare policies	Freida Baker	1.5/2%
	Sue Steib	3/3%
Review, analysis of quantitative child welfare data	Alan Puckett	4/4%
	Sue Steib	3/3%
Review of quality assurance process, reports, planning documents	Brad McGarry	4/4%
Review of CFS budget and funding sources	Paul Vincent	3/3%
Review of organizational structure and contracting	Paul Vincent	2/2%
Workforce review: data, hiring/selection practices, assignment	Sue Steib	3/3%
	Alan Puckett	1/1%
Observation of casework	Freida Baker	2/2%
	Alan Puckett	2/2%
	Sue Steib	2/2%
Review of training: plans/policies, modules	Freida Baker	2/2%
	Sue Steib	1/1%
Production of bi-weekly interim reports	Alan Puckett	2/2%
	Sue Steib	2/2%
Task 3: Development and finalization of recommendations		
Function	Personnel	#/% of Days
Development of draft recommendations	Freida Baker	1.5/2%
	Brad McGarry	1/1%
	Alan Puckett	4/4%
	Sue Steib	6/6%
	Paul Vincent	1/1%

Wrap-up meeting, review of recommendations with CFSD	Freida Baker	1/1%
	Alan Puckett	1/1%
	Sue Steib	1/1%
Preparation of final report and recommendations with implementation guide.	Freida Baker	2/2%
	Brad McGarry	1/1%
	Alan Puckett	5/5%
	Sue Steib	6/5%
	Paul Vincent	1/1%
Final presentation (includes preparation)	Freida Baker	2/2%
	Alan Puckett	2/2%
	Sue Steib	2/2%

Total project days	Freida Baker	19/19%
	Brad McGarry	6/6%
	Alan Puckett	31/30%
	Sue Steib	39/38%
	Paul Vincent	7/7%
	Total	102/100%

CWG will submit a proposal for implementation of Phase Two based on findings and recommendations of Phase One.

j. Subcontractors

Sue D. Steib, 25125 Bickham Road, Jackson, LA 70748

Telephone: 225-978-1657

Interviewing, analysis, compilation, report writing - 38%

Alan M. Puckett, 730 S. Concord Street, Seattle, WA 98108

Telephone: 206-778-4972

Interviewing, analysis, compilation, report writing - 30%

Paul Vincent, 3328 Lexington Road, Montgomery, AL 36106

Telephone: 334-324-8706

Interviewing, analysis, compilation, report writing - 7%

Brad McGarry, 232 East 200 South, Bountiful, UT 84010

Telephone: 801-809-6865

Interviewing, analysis, compilation, report writing - 6%

3. Technical Approach

a. Understanding of Project Requirements

The Nebraska Department of Health and Human Services (DHHS), Child and Family Services Division (CFS) is seeking a contractor to assess the strengths and weaknesses of the internal operations of the Division and make recommendations to improve efficiency and outcomes related to its mission to protect children in Nebraska from abuse and neglect. This comprehensive assessment will examine the extent to which the activities and processes conducted in the agency are consistent with its safety-organized model of practice and attainment of the outcomes for which it is statutorily accountable. It will include the examination of decision making, documentation, the information gathered in CFS and its application in the oversight of agency operations, the efficiency of workflow, general processes including policy and procedures, the sufficiency of the workforce, and critical supports such as training, contracting, and budgeting. Contracted consultants are expected to make recommendations that are grounded in this extensive assessment and consistent with the requirements of federal oversight as expressed in the Family First Preservation Services Act (FFPSA) and the requirements of the Child and Family Services Review (CFSR), the Child and Family Services Plan, and Nebraska's current Program Improvement Plan (PIP).

The work will consist of two phases. The first includes the project plan, business process mapping, and recommendations. Phase 2 will be contracted separately to achieve implementation of the recommendations that are accepted by CFS. Thus this proposal focuses on the activities to be completed in Phase 1.

b. Proposed Development Approach

Over the course of conducting many different child welfare system reviews, the Child Welfare Policy and Practice Group (CWG) has developed a comprehensive methodology that elicits input from a range of key system stakeholders, including service recipients; the review and analysis of policy, procedures, budgets, and both qualitative and quantitative data. This approach is outlined in detail in the draft work plan section below. CWG's experience, extending over the past twenty years, also permits a forecast of planning challenges that may arise in the Nebraska assessment. Starting the assessment on the right foot with the community, service providers, CFS staff, advocates, and other stakeholders will be critical to its success. There must be a communication strategy to ensure that audiences see the process as a priority for CFS, welcoming of candid input, safe for respondents, and transparent.

Particular care will be needed to assure that the input from professionals does not overshadow the voices of the community and the children and families served. CWG will work with CFS administrators to plan and structure interviews in a way that ensures adequate representation at all levels of the organization, that groups participate with appropriate peers, and that sequences interviews in a way that allows reviewers' questioning in successive sessions to build

on the information already learned. Interviews with resource families and with youth and parents are typically most informative when they are scheduled after those with professionals, both within the agency and in other parts of the system (i.e., legal and service provider community), so that interviewers have a context for understanding and interpreting the input provided.

A second challenge is to ensure that the information gathered is of sufficient depth and breadth that it fully and accurately reflects the quality of practice as it is experienced by families and children. This requires that the qualitative data obtained in interviews be balanced and triangulated with more objective sources of information. CWG consultants will work closely with the CFS division to identify and access these sources which typically include quantitative data, prior reports, case records, and, importantly, opportunities for direct observation of field practice by “shadowing” caseworkers and/or supervisors for a day.

Finally, there are often challenges related to the analysis of quantitative data. These typically relate to availability and interpretation but can also include the distractions produced by the very large amounts of data today’s systems are able to generate. Further, to be most informative, review of key quantitative indicators must be sequenced within the total review in a way that allows questions it raises to be addressed in interviews and document reviews. CWG’s consultants have experience across multiple systems and are available to work directly with CFS data staff to identify a limited set of reports that most directly reflect key processes and outcomes for children and families and to ensure that they are interpreted accurately.

c. Business Requirements Matrix

The completed Business Requirements Matrix is contained in Attachment B of this proposal.

d. Draft Project Work Plan

Stakeholder Surveys

Given CFS’ obvious desire to complete this assessment as quickly as possible, CWG would wish to explore the possibility of conducting brief surveys of staff and providers in advance of interviews. This would provide an opportunity to gather information about key responsibilities and processes that could inform the more precise development of questions for interviews and focus groups. CWG would work in partnership with DCS relative to the contents and focus of the survey.

Stakeholder Interviews

Achieving an understanding of operational activities and processes will be heavily reliant upon the information gathered in interviews. While members of the agency’s leadership team and selected external partners may be interviewed individually, most interviews will be conducted in a structured focus group format. All interview participants, whether in groups or individuals, will be provided with both verbal and written information explaining the purpose of the

interviews that their participation is voluntary, and that individual identities will not be recorded in either notes or reports. The number of participants in each group, copies of questions asked, and summaries of the information elicited will be included in the final report as will the method for coding and analysis of interview data.

Because a significant portion of the system appraisal will be derived from stakeholder interviews, selecting respondents in a manner that provides representativeness will be critical. CWG has found, through years of systems assessments, that critical information and rich perspectives emerge from focus groups as well as dyad or private interviews. The importance of this opportunity is key to a meaningful assessment and helpful recommendations. Based on information obtained online, it appears that CFS has five service areas. In the interest of time and resources, CWG would recommend that three of these be selected as the sites for focus groups and other interviews. The Eastern Service Area, which includes the state's largest urban center, would be a clear choice, but consultants would request guidance in selecting the others based on criteria to be established in the initial planning meetings. In other system reviews conducted by CWG, criteria for the selection of focus sites have included higher numbers of intakes and/or children in care, higher rates of poverty and/or substance abuse, the presence of Indian reservations or higher numbers of ICWA-eligible children in the population, and any unique factors such as specialized policies, court processes, or consent decrees applying only to certain counties.

Focus groups and individual interviews will be organized by type of participants as follows:

1. Managers and Administrators

Managers and administrators in DHS and the provider community will be asked about their common understanding of outcome goals, knowledge and support of practice principles; and understanding of factors that both enhance and impede attainment of safety, well-being, and permanency outcomes in the current work environment. These interviews will be a key source of information for the creation of process and relational maps that document the way in which the functional units of CFS interact with each other and with system partners in both the public and private sectors.

2. Supervisors

Initial areas of focus in interviews with supervisors will be child welfare experience generally and in the service area supervised; supervisory workload; understanding and acceptance of the current practice model; supervisory practices such as scheduling of regular case conferences, periodic accompaniment of staff on field visits and/or to court; emphasis on support of and participation in case decision making; and understanding and application of fundamental facets of the supervisory role including education, support, and administrative oversight.

Additionally, supervisors will be interviewed concerning the processes involved in their role as the nexus between upper management and direct service personnel. This will include

activities involved in training and mentorship, requirements related to documentation of supervisory approval of critical case events, use of administrative data in focusing efforts toward practice and outcomes improvement, and the overall emphasis on continuous learning within the organization.

3. Direct Service Personnel (case managers in CFS and service providers) Interviews with front-line staff will elicit information about their understanding of and adherence to the current model of practice; workload and work environment including oversight and support, opportunities for continuous learning, availability and utilization of service and child placement resources; and barriers to the attainment of outcome goals related to safety, well-being, and timely permanency. Staff will also be asked to outline local processes for inputting required data elements into the agency's information system, completing documentation, and using information provided in management reports.

4. Placement Providers (kinship caregivers, resource parents, directors of congregate care) Structured interviews with placement providers will elicit information about placement selection; communication between providers and the agency, particularly as it pertains to ensuring that providers have a full understanding of the needs of each child; participation in decision-making about services and goals; and availability and provision of supports needed to ensure child well-being and timely attainment of permanency.

5. Judicial and other System Partners (Judges, CASA, GAL, Public Defender, other attorneys and court personnel)

Representatives of the courts/legal system will be asked about their overall relationships with CFS, protocols and processes for communication and coordination, specific factors viewed as influencing their roles in ensuring child safety and permanency, and factors affecting the experiences of children and families involved in the legal process. Court processes affecting permanency such as timeliness of dispositions; continuous docketing; continuity by court (vs. transitions between courts/judges) will also be explored as will judicial training opportunities.

6. Service Providers and Advocates

Interviews with service providers and advocates will explore availability and sufficiency of critical community resources; processes for resource selection and communication throughout service delivery; their respective roles in child and family teams; the degree to which they function as partners in coordinated teamwork, and individuals' observations concerning the functioning of the child welfare system in relation to the achievement of positive safety, well-being, and permanency outcomes. Reviewers will also explore the design and efficiency of billing and payment processes.

7. Youth and Families

Focus groups with youth and families will assess the extent to which their experiences reflect critical elements of best practice in child welfare such as engagement; clear understanding of why the agency is involved with their family; inclusion in decision making about needs, services, and goals; frequent and open ongoing communication and assessment of progress; and development of trust in the helping relationship.

System Overview

Through its varied methodologies for information collection and analysis and its knowledge of the fundamental tenets of family-centered child welfare practice, CWG will provide an overview of the state child welfare system that addresses current capacities, challenges, and gaps in addressing child and family and organizational needs. The identification of deliverables in Table 1 will describe the CWG approaches expected to inform the overall system analysis.

Data and Trend Analysis

The analysis of current quantitative data and trends will be an important element of the evaluation process. Both outcome and internal management data will be examined to assess the achievement of safety, permanency and well-being of children in CFS custody, compliance with current policies and procedures, and the value of selected metrics related to improved performance. Data analysis will also help identify any missing metrics that could enhance system and the public's understanding of agency progress and any challenges it faces in achieving expected outcomes.

Review of Quantitative Data

CWG anticipates a review and analysis of quantitative data to include, at a minimum, the following indicators or, if necessary, a suitable proxy agreed upon by the consultant team and

CFS administration:

Child Protection Measures (Intake/Investigation/Assessment)

- Number, percentage, and types of reports accepted
- Number of investigations/assessments by disposition (founded, unfounded, removals/placements, referrals to in-home services)
- Most common reasons related to removal
- Number of re-referrals within six months and one year and findings
- Timeliness of investigations and disposition
- Number and characteristics of child fatalities and near-fatalities

In-Home Services

- Number of families served
- Length of service
- Nature and frequency of case contacts

- Types of services offered
- Disposition (i.e., services completed, removals, withdrawals, unable to locate)

Out of Home Care

- Children in placement by age, gender, race/ethnicity, placement reason(s)
- Placement settings (kinship, congregate care, unrelated foster family)
- Placement capacity in family and congregate settings
- Placement stability
- Permanency goals
- Length of stay and rates of exit to permanency by child and placement characteristics
- Non-permanency exits such as emancipation, runaway, and transfer to other agencies.
- Re-entries by child and placement characteristics
- Frequency and nature of contacts with parents/caregivers
- Rates of termination and adoption

Workforce Measures

- Workload/caseload data currently and trends over the 3 preceding years
- Number/percentage of personnel by service area having more than one year, more than two years of experience
- Supervisor to caseworker ratio by service area
- Workforce characteristics (experience, education)
- Case manager preventable turnover and vacancy rates
- Starting and advancement pay scales
- Compensation increases related to education, additional certification(s)
- Case manager levels and related requirements, responsibilities, and compensation

Review of Process and Performance Measures

Evaluators will also examine system performance within CFS related to process and compliance measures (timeliness, thoroughness, policy conformity, etc.) through the following activities:

Review of Policies, Planning Documents, and Quality Assurance Mechanisms

CWG consultants will work with administrators and managers in CFS, and, as indicated, courts and service providers to identify documents that best reflect the overall operation of the service delivery system as it relates to its ability to achieve the fundamental goals of child safety, well-being, and permanency. Policies and other relevant documents will be reviewed for internal consistency as well as content related to practice and resources that support case outcomes.

Direct Observation of Casework

As agreed upon with CFS leadership, members of the evaluation team will plan and carry out at least two days of direct casework field observation in selected counties. Staff and cases

selected for observation should represent all of the service programs and reflect the typical complexity of work and the skill and experience of direct service personnel.

Review of Staffing

Staffing levels at CFS will be analyzed based on caseload and any existing data related to workload measurement. Determination of caseloads will be based on actual caseloads among front-line staff, not just average caseloads statewide. Further, the review will also assess the relevance of tasks and activities to desired outcomes. For example, are staff occupied in tracking and documenting data that are not used or which do not materially strengthen outcomes? Are there levels of management or approvals that do not add value? Stakeholder interviews, policy review, and caseworker shadowing approaches will materially identify structural and other impediments.

Analysis of Data and Development of Recommendations

Promising Practices

Using its consultants' knowledge and experience in working with many similar state and county jurisdictions, CWG will identify research-informed and evidence-based practices as well as organizational approaches that may be options for CFS to employ to improve performance. This may include greater role definition, attention to specific workforce practices, streamlining of organizational structures, fostering consistency in the treatment of and performance of the front-line community (contractors), and limiting responsibility for operations and services that do not meet organizational goals. This analysis and formulation of recommendations will be done in consideration of requirements of the federal FFPSA and of recent CFSR findings in Nebraska.

Findings and Recommendations

Recommendations resulting from the system review will be based on data collected in the processes outlined above and linked to current knowledge about practices affecting service outcomes in child welfare and the requirements of federal funding and oversight including the intervention and placement mandates of the FFPSA and recent CFSR findings. All recommendations will be submitted in draft to DHS for review by system leadership. The entire review process will involve regular dialogue with system leadership by phone and in face-to-face meetings to test evaluator impressions and confirm the accuracy of data and findings.

It is the intent of CWG to formulate recommendations that are feasible and that will substantially strengthen safety, permanency, and well-being outcomes for children and families served by CFS. Recommendations will be presented in a sequenced format so that, to the extent that one is contingent upon another, this will be reflected along with guidance as to how each can be achieved. To the extent that it is possible to project costs and/or cost savings based on existing data, these efficiencies will be highlighted.

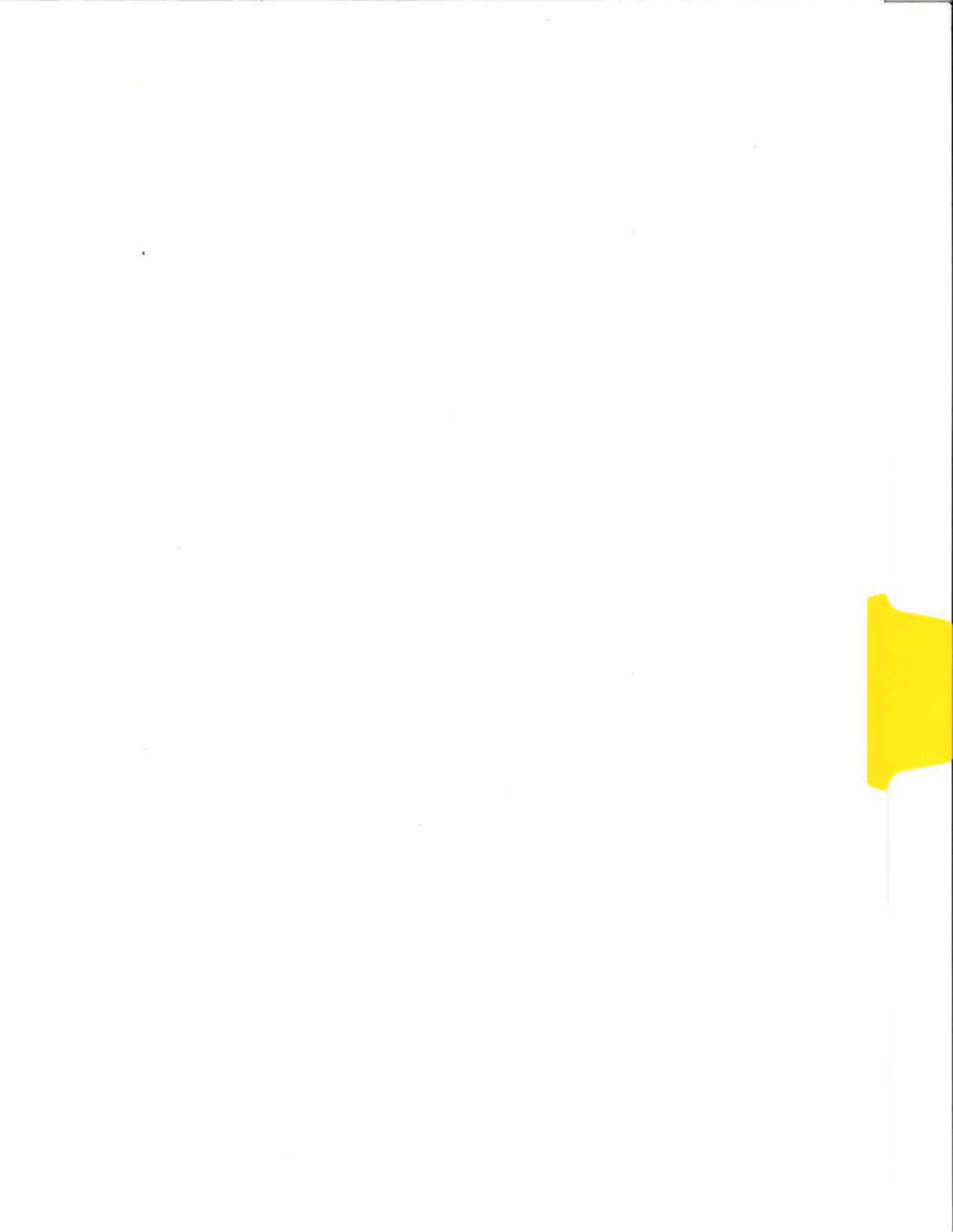
e. Deliverables and Due Dates

The CWG consultant team is available to begin work immediately upon contract completion and anticipates no difficulty completing a detailed project plan (Task 1) as long as the CFS contract sponsor is available to negotiate the logistics of scheduling and accessing data. However, the timelines outlined in the RFP which call for completion of the business process mapping (Task 2) within 60 days of plan completion and completion of recommendations (Task 3) within 45 days of Task 2 are, based on CWG’s considerable experience with this type of work, extraordinarily short. Typically, comprehensive system reviews of the sort outlined in the RFP require a minimum of six months and even that time frame can be very difficult to achieve if there are any difficulties at all in scheduling or accessing information. Thus the more detailed listing of tasks and deliverables in Table 1 below reflects timelines believed by the CWG consultant team to be more achievable. CWG remains open to further discussion and negotiation regarding the delineation of tasks and due dates.

Table 2: Tasks and Due Dates (All dates are from contract finalization.)

Task 1	Due Date	Product
<ul style="list-style-type: none"> • Meet with CFS leadership and key functional managers to confirm expectations and work plan and begin orientation to CFS operations. 	15 days	Work plan
<ul style="list-style-type: none"> • Reach agreement on pre-interview surveys AND staff/stakeholders to be interviewed 	1 month	Survey questions; schedule of interviews
<ul style="list-style-type: none"> • Reach agreement on documentation required, sources, and key contacts 	1 month	List of documents/data
Task 2	Due Date	Product
<ul style="list-style-type: none"> • Conduct key informant interviews 	Months 2 and 3	Schedule completion; identification and scheduling of any additional interviews needed
Completion of interviews	Month 3	Schedule completion
Complete shadowing of caseworkers in each of the identified areas.	Months 3 and 4	Summary of lessons learned from the shadowing process
Conduct data and trend analysis, including outcomes and process measures	Months 3 and 4	Summary of CFS performance data and findings
Conduct review of CFS policy and procedural guidelines	Months 3 and 4	Summary of strengths and opportunities to improve policy guidance
Complete a draft of evaluation findings	Months 3-5	Completed draft of findings

and recommendations		and recommendations
Review impressions, conclusions and recommendations with NHS administration and others as indicated	Month 3	Incorporation of input into the final report
Task 3	Due Date	Product
Complete the final report of findings, recommendations, and work plan	Month 6	Completed report
Present findings to DHS and the Community	Month 6-7	Completed presentations



ATTACHMENT A



DHHS HIPAA BUSINESS ASSOCIATE AGREEMENT PROVISIONS SERVICES CONTRACTS

1. **BUSINESS ASSOCIATE.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party in this contract, shall mean Contractor.
2. **COVERED ENTITY.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this contract, shall mean DHHS.
3. **HIPAA RULES.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. **OTHER TERMS.** The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
5. **THE CONTRACTOR** shall do the following:
 - 5.1. Not use or disclose Protected Health Information other than as permitted or required by this contract or as required by law. Contractor may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this contract. Use or disclosure must be consistent with DHHS' minimum necessary policies and procedures.
 - 5.2. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in this contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
 - 5.3. To the extent Contractor is to carry out one or more of the DHHS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Contractor may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
 - 5.4. In accordance with 45 CFR §§ 164.502(E)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from the Contractor on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Contractor with respect to such information.
 - 5.5. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
 - 5.6. Within fifteen (15) days:
 - 5.6.1. Make available Protected Health Information to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.524;
 - 5.6.2. Make any amendment(s) to Protected Health Information as directed or agreed to by DHHS pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;
 - 5.6.3. Maintain and make available the information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.
 - 5.7. Make its internal practices, books, and records relating to the use and disclosure of Protected

Attachment B
Business Requirements Matrix
Request for Proposal Number 6084 Z1

Firm Name: The Child Welfare Policy and Practice Group

Bidders are instructed to complete a Business Requirements Traceability Matrix for Child Welfare Reform Analysis services. Bidders are required to describe in detail how their proposed solution meets the conformance specification outlined within each Business Requirement. CFS requires the bidder to describe "how" the outcomes will be met. CFS is not attempting to specify every possible activity necessary to achieve success on this contract. Bidders should not infer that the absence of detailed requirements means that CFS does not consider a specific area or activity important or unnecessary. CFS requires the bidder to propose solutions and services that meet its documented outcomes and requirements. CFS requires the bidder to include all details in its proposal necessary to achieve or exceed the desired outcomes.

The traceability matrix is used to document and track the business requirements from the proposal through testing to verify that the requirement has been completely fulfilled. The Contractor will be responsible for maintaining the contract set of Baseline Requirements.

The traceability matrix should indicate how the bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. CFS will consider any such response to the requirements in this RFP to be non-responsive and the bid may be rejected. The narrative should provide CFS with sufficient information to differentiate the bidder's business solution from other bidders' solutions.

The bidder must ensure that the original requirement identifier and requirement description are maintained in the traceability matrix as provided by CFS. Failure to maintain these elements may render the bid non-responsive and result in for rejection of the bidder. For the purposes of the matrix, the term "comprehensive" shall include but not be limited to the items found in Section V. E.1.b and c.

How to complete the traceability matrix:

Column Description	Bidder Responsibility
Req #	The unique identifier for the requirement as assigned by CFS, followed by the specific requirement number. This column is dictated by this RFP and must not be modified by the bidder.
Requirement	The statement of the requirement to which the bidder must respond. This column is dictated by the RFP and must not be modified by the bidder.
Comply	The bidder should insert an "X" if the bidder's proposed solution complies with the requirement. The bidder should leave blank if the bidder's proposed solution does not comply with the requirement.

Req #	Requirement	
	PROJECT SCOPE	
		Comply
PS-1	The bidder should describe what methodology will be used to review and evaluate the way the Child Welfare system processes currently function from start to finish.	X
	Bidder's Response: This will be accomplished through a comprehensive information gathering methodology that includes individual and focus group interviews, review and analysis of CFS policies and procedures, quality assurance reports, and workforce and performance data.	
		Comply X
PS-2	The bidder should describe how it will develop a comprehensive review that will consider the roles that each position plays in the business process and consider any changes in staffing as a result.	
	Bidder's Response: This process is described in detail in the narrative proposal and includes stakeholder surveys, interviews that focus on processes as well as outcomes and barriers to achievement of CFS' mission, shadowing of case managers, and a detailed review of specific performance and workforce data.	
		Comply X
PS-3	The bidder should describe how it will develop a comprehensive review that will obtain stakeholder consideration on improvement processes.	
	Bidder's Response: This is described in detail in the Draft Work Plan section of the proposal as including the methodologies described in PS-1 and PS-2 above. CWG's experience in conducting child welfare system reviews over the past 20 years has allowed it to develop and test a comprehensive approach that invites stakeholder input and evaluates it in relation to the total findings of the system assessment.	
		Comply
PS-4	The bidder should describe how it will develop a comprehensive review that will identify strengths and best practices of Nebraska's child welfare system.	X
	Bidder's Response: CWG's approach recognizes the importance of identifying system strengths as well as challenges. This can be readily seen in reports of assessments of other systems that are submitted with this proposal, all of which contain extensive acknowledgement of system strengths and strategies for maintaining and building on them. Identification of strengths is essential in order for reform efforts to build on existing resources and avoid the inadvertent loss of system assets.	
		Comply

PS-5	<p>The bidder should describe how it will develop a comprehensive review to identify areas in need of positive improvement, describing the effect of the "as is" challenge on clients, employees and stakeholders.</p> <p>Bidder's Response: CWG's approach emphasizes the importance of viewing child welfare systems as they are experienced by those they are intended to serve. This requires listening to and learning from youth and parents, relatives and other caregivers, and also those with whom they have greatest contact such as case managers and other service providers. CWG's approach is intentionally weighted toward eliciting input from these groups and structures and sequences sessions with them in its assessment plan in a way that promotes their being invited and encouraged to reflect on what they see as factors contributing to current conditions and outcomes.</p>	X
		Comply
PS-6	<p>The bidder should describe how it will develop a comprehensive review that will recommend an improvement strategy ("to-be) with specific recommendations to correct the problems/issues and to streamline procedures, case progression, and workflow along with rationale about how and why this improvement is needed.</p> <p>Bidder's Response: All of the CWG consultants on this proposed team have extensive experience working in and with child welfare systems and thus recognize that, to be helpful, recommendations must be developed with consideration of the urgency of the need(s) they address and the resources that they will require in relation to the system's capacity. This is the reason that CWG, as a matter of course, communicates with system leaders as findings are made to ensure that recommendations developed will have maximum impact toward needed change and represent the most efficient use of resources. In reporting on final recommendations, CWG reports routinely include a discussion of the rationale for each and what it is expected to achieve. When needed to be optimally helpful, recommendations may be structured in a tiered fashion or presented in a sequenced logic model format.</p>	X
		Comply
PS-7	<p>The bidder should describe how it will develop a comprehensive review that will identify the cost of present practices and the benefits to be derived through implementation of the recommendations.</p> <p>Bidder's Response: In many instances, CWG has access or can seek information on costs incurred in other systems in application of specific practices. Depending upon the measure being recommended, it is often possible to estimate incremental cost savings to be achieved as a result of improved outcomes, e.g., reduction of congregate care costs, transportation costs, time in care or service duration. Where it pertains to evidence-based models, projected costs will be obtained from developers/purveyors.</p>	X
		Comply
PS-8	<p>The bidder should describe how it will develop a comprehensive review that will identify areas to maximize funding resources (IV-E funding, etc.).</p>	X

	Bidder's Response: A review of the agency's budget both currently and, if possible, in recent years is a routine part of the CWG assessment. At a minimum, recommendations are made with details that speak to the best use of resources and/or possible sources of funding such as additional Medicaid access, and adoption of strategies that are fundable under Title IV-E or can be accessed under partnership agreements with other public or private sector providers.	
		Comply
PS-9	The bidder should describe how it will develop an implementation plan that identifies immediate and longer term changes, timelines, required resources to execute the change, and key communication messages to facilitate the shift to an improved way of working.	X
	Bidder's Response: response to PS-6 above.	
		Comply
PS-10	The bidder should describe how it will develop a comprehensive review that will assess the following areas for improvement strategies in the following areas where Nebraska is currently and historically been challenged by our inability to safely achieve permanency in a timely manner. Some of the contributing factors include but are not limited to: <ul style="list-style-type: none"> a. Reunification in 12 months has been a long-standing area of underperformance as measured by the Child and Family Services Review (CFSR) Round 2 and Round 3 Data Indicators as required by Administration for Children and Families (ACF). 	X
	Bidder's Response: The ability of CW systems to achieve timely reunifications is dependent upon a number of factors. They can include, but are not limited to, agency policy and practices related to assessment and early, aggressive work with parents and other caregivers, the prevalence of turnover among case managers or service providers, the capacity of the service array to address family needs that threaten the safety of children, over-reliance upon compliance indicators and arbitrary court time frames vs. meaningful measures of parent/caregiver progress and mitigation of safety threats, and other practices and/or biases at play in the relationship between the agency and the court(s). CWG's comprehensive approach is focused on achieving an understanding of the reasons underlying low rates of reunification within 12 months and developing targeted, measurable strategies to address them. Additionally, some needs with which families present are particularly difficult to resolve within mandated time frames and with only the services provided within child welfare and may call for multi-agency, cross-sector reforms. CWG's comprehensive approach is focused on achieving an understanding of the reasons underlying low rates of reunification within 12 months in Nebraska and developing targeted, measurable strategies to address them.	
PS-11	b. Insufficient engagement and subsequent needs assessment of non-custodial parents/caregivers, relatives & kin reduce options for safe and timely permanency.	Comply

	<p>Bidder's Response: Insufficient engagement and its adverse effect on the quality of assessments and timely progress is, unfortunately, a prevalent problem in child welfare agencies today. It is often even more pronounced with regard to non-custodial parents and extended family than with the custodial parent. Overall barriers to effective engagement are numerous: Case managers routinely confuse genuine engagement with cooperation and services with needs. They also very often lack both the time and skills to engage families in a productive working alliance. Time constraints and policies and/or practice cultures that do not emphasize the importance of working with non-custodial parents (especially fathers) and kin are often key factors. Biases that may influence this practice are also frequently present in the legal system.</p> <p>Engagement of non-cusotodial parents in particular is often also related to logistical needs such as access to search databases, the existence (or lack) of cooperative agreements across jurisdictions, and the availability of support staff. CWG also routinely explores these factors in its efforts to fully understand barriers to permanency attainment.</p> <p>The assessment of engagement skills and implementation of teaming approaches with the entire family and its support network is a centerpiece of CWG's portfolio of work in direct practice consultation and assessment of barriers to engagement, with both custodial and non-custodial parents, is a routine piece of its system reviews. Improving the quality of engagement requires very purposeful work that includes attention to the values and principles expressed in the practice model; case manager training, support, and workload; and the policy and practices that influence face-to-face meetings with parents, preparation of participants for family team meetings, and the degree to which interventions to meet their needs are identified and available. CWG's assessment will speak to these fundamental aspects of child welfare casework in detail.</p>	X
PS-12	<p>c. Failure to establish a permanency goal based on current case conditions and resistance by the courts to establish and pursue concurrent permanency goals, e.g., adoption, for youth 15/22 out of home.</p>	Comply
	<p>Bidder's Response: This is an issue that is often rooted in the inadequacy of engagement and assessment discussed in PS-11 above or in other factors related to timely attainment of permanency as stated in PS-10. In the absence of accurate and thorough assessment, systems often default to a reunification plan for at least a given period of time, yet practice may not reflect the actions needed to achieve it or, alternatively, to demonstrate that it is not appropriate for a given child or family. In such situations, it is not unusual for the courts and, especially, parents' attorneys, to take the position that early identification of an alternate, concurrent plan has the effect of weakening full investment in the provision of "reasonable efforts" to achieve reunification. CWG's assessment will explore the factors that are operative in creating this need and suggest reasonable strategies to address them.</p>	X

PS-13	d. Infrequent utilization of Bridge custody order.	Comply
	Bidder's Response: As CWG understands it, the use of Bridge orders in NE occurs in child welfare matters in situations in which a district has ordered, or is able to order, placement and the terms of placement, of a child who has been under the authority of the juvenile court in a child welfare proceeding. As is always the case in child welfare systems, assessment must include judges and court personnel and be sufficiently in depth to identify and fully understand all of the barriers that exist to the timely attainment of permanency. CWG will further explore past and current judicial training curriculum and other opportunities for enhancing judicial knowledge of child welfare laws and practices.	X
PS-14	e. Court's resistance to CFS's recommended action based on Structured Decision Making® (SDM) reunification assessment.	Comply
	Bidder's Response: CWG will explore the way in which SDM is used in CFS. The use of actuarial or other assessment instruments has become routine in child welfare systems. However, evaluations have shown that there are often differences in the way they are implemented across agencies and agency subdivisions. Further, these tools do not replace the need for professional knowledge and skill in the decision making process. In CWG's experience, SDM, like some other assessment tools, can serve as a useful guide to be considered along with other information sources in making decisions about reunification and alternative permanency choices. CFS case managers should be able to articulate a reasonable rationale for permanency recommendations beyond simple reliance on the SDM ratings.	X
PS-15	f. Caseloads consistently at or above Child Welfare League of America (CWLA) standards.	Comply
	Bidder's Response: Many factors account for caseload size. They include practices in report acceptance, assessment, and decision making; policy governing service duration, service array and the type of services routinely used, and practices in both the agency and the court that influence decisions about permanency and approaches to achieving it. CWG's assessment approach recognizes and weighs all of these. CWLA standards serve as useful guidelines and are usually embraced by CWG. However, CWG's assessments also consider factors affecting workload, such as number of contacts required, the nature of documentation, the efficiency of the SACWIS system, frequency of court appearances and court waiting time, and the availability or lack of case manager supports, and division of responsibility between case managers and service providers that may justify departure from CWLA standards in some programs. Other extant guidelines such as those based on workload studies conducted by the Children's Research Center are also considered.	X

PS-16	g. Inadequate participation of all family members, relatives, foster parents, informal supports, etc., at family team meetings inhibit case progression.	Comply
	Bidder's Response: The development and assessment of approaches to teaming with families and their support systems have long been a focus of practice support work at CWG and every systems assessment conducted includes an examination of teaming practice. In general, poor participation in teaming suggests that the current practice is not meeting the needs of families, caregivers, and their support networks. CWG will conduct a detailed review of the teaming model used in CFS and the resources, training, and practice guidelines that support it. The review will be guided by questions such as: At what junctures are team meetings held? By whom are they facilitated? What sort of training is provided to facilitators and other participants? To what extent is the team an ongoing supportive resource for the family as opposed to simply a meeting? How are families prepared for participation in team meetings? How are their support systems prepared? What is the format of team meetings? Where are they held and when? What input do families, resource parents, and other non-professional members of the team have in scheduling and location? Do attorneys attend and, if so, what is their role? Are team meetings also used for administrative review? What is the product of team meetings? Do case plans, whether developed at team meetings or elsewhere, identify actual needs or simply list services? If case plans are not developed by teams, why not? Do families sign their case plans and have copies of them? Are they actively used in the casework process both in team meetings and in other contacts?	X
PS-17	h. Case manager attrition rate creates new case assignments and case familiarity inhibits the rate of case progression.	Comply X
	Bidder's Response: Case manager turnover will be a focus of the workforce assessment aspect of the CWG review and recommendations will include strategies for increasing workforce stability. CWG will also explore the use of case assignment practices and work designs that minimize the impact of turnover on continuity for families and children and thus support continued progress in the casework process.	
PS-18	i. Inadequate documentation and/or service provision in Indian Child Welfare Act (ICWA) cases.	Comply X
	Bidder's Response: CWG's assessment will examine CFS's procedures for identifying Indian children, their prevalence in the out of home care population, guidances and internal agency supports that ensure case management adheres to ICWA requirements including active efforts, the nature of agency relationships with tribes, and availability of ICWA compliant placement choices.	

PS-19	j. Identifying, locating, and involving fathers for support and possible placement for their children.	Comply
	Bidder's Response: Please see response to PS-11. CWG's assessment will explore prevalent values regarding the role of fathers, investment in efforts to engage them and involve them in service planning, and practices in the courts regarding consideration of fathers as permanency resources.	X
PS-20	The bidder should describe how it will develop a comprehensive review that will assess the need for Supervisory Training.	Comply X
	Bidder's Response: CWG consultants believe that supervision is the cornerstone of successful child welfare practice and will thus examine all factors known to influence supervisory practice. One of these is, of course, training. CWG will explore the qualifications for supervisors, the training, mentoring, and other professional development opportunities available to them, and whether these are mandatory or optional, and supervisors' perceptions of their quality and value. In addition, CWG will explore how supervisors model teaming with families and their own staff, as well as how they value the practice model.	
		Comply
PS-21	The bidder should describe how it will develop a comprehensive review that will assess and identify online training opportunities with competency-based testing modules for child welfare staff, foster parents, and providers such as mandatory abuse and neglect reporting.	X
	Bidder's Response: CWG will fully review CFS' current process for the provision of both pre-service and in-service training and explore staff experience as to its utility, availability, and factors that impede access. On-line training should constitute a part of the portfolio of professional development opportunities used in today's child welfare systems and CWG consultants can assist in identifying existing sources (e.g, Children's Bureau-supported centers and instituted, National Child Traumatic Stress Network, etc.) if those are not already being accessed by CFS. Online training is not, however, sufficient and CWG's review will examine other supports for staff learning such as mentoring/coaching and access to outside conferences and workshops.	
		Comply
PS-22	The bidder should describe how it will develop a comprehensive review to assess a triage funding authority utilizing all federal funding opportunities within CFS.	X

	<p>Bidder's Response: CWG's proposed work plan does include a review of the CFS budget and funding sources with the intent of identifying missed opportunities and efficiencies. It is not anticipated, however, that this assessment includes detailed recommendations regarding cost allocation or detailed inquiry into federal eligibility requirements for particular funding streams. CWG will, however, make recommendations as needed for accessing additional supports of this type through Casey Family Programs or, if indicated through an additional contract with a nationally known child welfare fiscal consultant</p>	
		Comply
PS-23	<p>The bidder should describe how it will develop a comprehensive review that will assess the issues and challenges with current technology and make recommendations on how technology could improve efficiency.</p>	X
	<p>Bidder's Response: Challenges related to technology will be explored in various facets of the review process. These will include the review of selected data indicators, input procedures for case managers, supervisors, and service providers, and generation and distribution of management and their utility in supporting efforts to understand and improve outcomes. Interviews with supervisors and case managers will also explore challenges related to documentation, communication, and timely remote access to needed case data. Needs identified in these processes will be identified in the assessment findings and addressed in recommendations.</p>	
		Comply
PS-24	<p>The bidder should describe how it will develop a comprehensive review that will assess opportunity for increased efficiency in referral, authorization and billing per family to include explanation of benefit to family.</p>	X
	<p>Bidder's Response: Please see the response to PS-22. The review will explore current contracting practices including processes for referral, selection of service type and duration, and the extent to which service provision is guided by measurable goals, established time frames, and criteria for service completion or discontinuance.</p>	
		Comply
PS-25	<p>The bidder should describe how it will develop a comprehensive review that will assess and identify areas of improvement to 24 hours services in child welfare to include hotline, on call system response by child welfare staff and providers.</p>	X

	Bidder's Response: CWG's assessment will examine policies and procedures for establishing referral response times, practices for on-call coverage and supervisory support, existing agreements with law enforcement and emergency medical and mental health providers and the quality and consistency of those relationships, and policies for compensation for over-time and on-call work. The 24 hour aspect of child welfare work can be a significant contributor to staff turnover and morale problems which may, in turn, adversely affect the agency's response to ensure child safety. CWG's report and recommendations will address the assessment's findings with regard to 24 hour coverage in Nebraska CFS.	
		Comply
PS-26	The bidder should describe how it will develop a comprehensive review that will assess opportunities for increased efficiency for a reporting system for abuse and neglect allegations.	X
	Bidder's Response: CWG's review will examine data on number and types of reports, rates of acceptance, disposition, re-referral, response times and compliance. These findings will be compared with the most recently available national data.	
		Comply
PS-27	The bidder should describe how it will develop a comprehensive review that will assess the current child welfare information system. Include any opportunities to share data and reporting with court systems.	X
	Bidder's Response: CWG's conclusions about the status of the child welfare information system and need for specific improvement will be based on its review of selected process and outcome data indicators as outlined in the draft work plan, processes described by CFS personnel and providers that are necessary for data input and retrieval, its ability to be readily accessed by agency staff and providers needing case related information, and its ability to show trends over time and to issue outcome-oriented management reports that are useful for front line staff as well as administrators in understanding outcomes and factors in the life of the case that account for them.	
		Comply
PS-28	The bidder should describe how it will develop a comprehensive review that will assess the service array and the connection to Families First Prevention Services Act and the claiming of IV-E funding.	X

	<p>Bidder's Response: CWG consultants understand the provisions of the FFPSA and the most recently issued guidance from the U.S. Children's Bureau (ref. <i>HHS Initial Practice Criteria and First List of Services and Programs Selected for Review</i>) and are alert to additional issuances as they occur. Thus this assessment will consider current conditions and capacities of CFS in relation to the intent of the FFPSA to maintain children safely within their families and its provisions related to candidacy for foster care, placement, criteria for funding of effective practices, and those promising practices seeking effective status and the evaluation and manualization requirements that pertain to them. Specifically, CWG's assessment will examine Nebraska's current use of congregate care, the existence of facilities that meet the requirements of Qualified Residential Treatment Facilities, their capacity, the estimated volume of need in Nebraska's foster care population and the methods for determining/documenting that need. Assessment will also consider the current family placement array including the use of kinship and unrelated foster family placements, and the sufficiency of placements both statewide and in their distribution in areas of greatest need. With regard to preventive interventions, CWG will assess the current array of mental health, substance abuse treatment, and in-home parenting interventions, their respective levels of evidence, and their geographic distribution relative to areas of greatest need.</p>	
		Comply
PS-29	<p>The bidder should describe how it will develop a comprehensive review that will assess the reasons relatives' homes are not being licensed and how that can be improved.</p>	X
	<p>Bidder's Response: The use of unlicensed relative placements in child welfare agencies is a common problem and often has its roots in the public's philosophy about the obligation of relatives to care for their family's own children without compensation and in long-standing agency practices related to "diversion" from foster care, in which the recruitment of relatives to provide informal care without any legal sanction becomes a means of avoiding legal disposition in situations in which children are thought to be unsafe in their families of origin.. This practice is associated with several adverse outcomes. First, these caregivers typically do not receive the services, preparation, and supports that they need to ensure placement stability and optimal development of the children in their care. Secondly, parents do not receive due process and there may be no clarity on their part about what must be done to return their children to them, and third, such arrangements do not actually serve to protect children who are in real danger from the legal caregivers since they may legally reclaim them at any time. CWG's assessment will explore the extent to which this occurs, whether children in these placements have legal disposition, and the factors which underlie the practice and make recommendations for improvements that provide, if needed, greater safety/security for these children and more adequate and consistent supports for their caregivers.</p>	
		Comply
PS-30	<p>The bidder should describe how it will develop a comprehensive review on how to increase effectiveness of the current placement matching system for foster homes within the foster care system.</p>	X

	Bidder's Response: CWG's assessment will examine the placement service array and mechanisms for placement selection and make recommendations for actions that provide an adequate volume of family-based placement resources and a process for their selection on behalf of individual children and sibling groups.	
		Comply
PS-31	The bidder should describe how it will develop a comprehensive review that will assess the access and utilization to community resources for issues relating to poverty such as ACCESS Nebraska, community food pantries, shelters etc.	X
	Bidder's Response: Access to community supports for issues related to poverty for child welfare clients is largely reliant upon the case managers' knowledge of available resources and their ability and willingness to commit the time necessary to access these services. CWG's review will address case managers' perception of their role in connecting families with essential resources such as housing, food, and utilities, and assess their knowledge of what resources are available in the community	
		Comply
PS-32	The bidder should describe how it will develop a comprehensive review that will work with schools and medical communities to access resources through community or public assistance programs such as Medicaid/MCO or child care.	X
	Bidder's Response: CWG assessments of child welfare systems routinely involve representatives of schools and the medical community. While CWG is not in a position to ensure that CFS will be able to access their resources, this will be a subject of exploration with findings included in the final report.	
		Comply
PS-33	The bidder should describe how it will develop a comprehensive review that will assist with the improvement of the 24/7 crisis response system that addresses physical and behavioral needs of individuals with immediate access to resources in local communities.	X
	Bidder's Response: CWG's review will elicit information about the existing crisis response system and its shortcomings in meeting the needs of recipients of or candidates for child welfare services.	
		Comply
PS-34	The bidder should describe how it will develop a comprehensive review that will identify well-supported Evidence-Based Practices (EBP) with a plan for funding implementation, validity and adherence.	X

	Bidder's Response: Both the development and the application of evidence-based practices (EBPs) present challenges for child welfare systems. EBPs are often expensive, as they require specialized training and may be proprietary. The selection of EBPs that are most helpful for CFS will be reliant upon an understanding of the most frequent reasons for removal of children. Recommendations in this regard will also need to be grounded in an assessment of the existing service array. It will be especially helpful to include questions about EBPs when stakeholder interviews are conducted, as many provider organizations have conducted research and formulated at least initial ideas about the implications of Families First relative to EBPs and their impact on staffing and other capacities.	
		Comply
PS-35	The bidder should describe a comprehensive review to address disproportionate minority representation within the child welfare system.	X
	Bidder's Response: This review will examine the demographic characteristics of the service population including, but not limited to, race/ethnicity. To fully understand disproportionate minority representation it is also essential to examine characteristics of reports and report sources, reasons for entry into care, the way in which children of different races/ethnicities move through the service system and the outcomes they experience, and the intersection with poverty. This in depth assessment will yield a better understanding of the factors that account for disproportionality and disparity and allow reviewers to make recommendations concerning them.	
		Comply
PS-36	The bidder should describe how it will develop a comprehensive review that will develop strategies to implement family voice and choice in service provision and identified service providers.	X
	Bidder's Response: See the response to PS-16. Service provision that elicits and reflects family voice and choice is a fundamental tenet of child welfare and this review will focus on it in detail. This is a large part of the reason for our insistence upon interviewing families who have received CFS services and examining the nature of case planning and the process in which it occurs.	
		Comply
PS-37	The bidder should describe how it will develop a comprehensive review that will develop a strategic plan to ensure full compliance with Family First Preservation Services Act and Comprehensive Addiction and Recovery Act of 2016. Plan must connect to the Children and Family Services Plan (CFSP), the Annual Progress Services Report (APSR) and any Program Improvement Plans (PIP). Documents can be found here: http://dhhs.ne.gov/Pages/Child-Welfare.aspx .	X

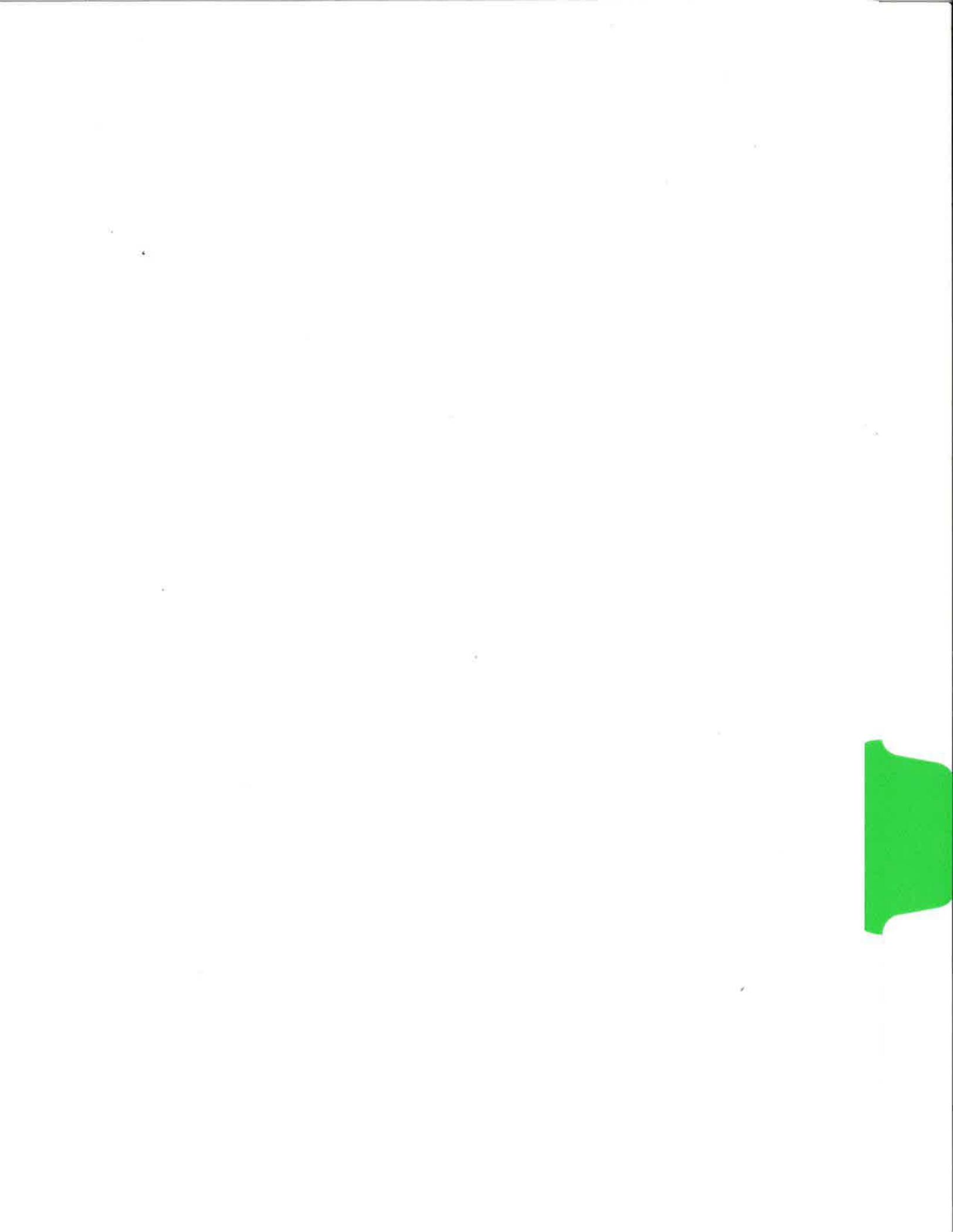
	<p>Bidder's Response The comprehensive assessment described in the draft work plan in this proposal will inform all aspects for child welfare planning consistent with the FFPSA, the findings of the CFSR, the APSR, and PIP. In addition to utilization of the pertinent information referenced above, CWG has immediate experience in state preparation for implementation of Family First legislation. As stakeholders are identified for participation in focus groups or interviews, Family First questions and strategies from a provider perspective will be solicited and included in planning process. The stakeholder perspective will be compared with questions and strategies from DCS and other agency staff if needed. Interviews and other information-gathering will include the system's general understanding of the legislation and staff and stakeholder awareness of Evidence-based Practices. Work completed by CWG in March, 2019 revealed the importance of gathering even the most fundamental information in the field, as well as a wide spectrum of awareness of the spirit and letter of the law. Despite Memoranda, media coverage, or other information-sharing venues, it was clear that many staff were not aware of the law or the immediacy of implementation. Our plan would build upon the findings in Nebraska relative to these same issues.</p>	
		Comply
PS-38	<p>The bidder should describe how it will develop a comprehensive review of a system of performance-based contracting.</p> <p>Bidder's Response: CWG intends to examine the current contracting process and contract provisions, including the performance measures in place and any penalties or incentives associated with them. This will be covered in both interviews with providers and with the contracting authority in CFS. If this review suggests opportunities for an approach that better incentivizes and supports the attainment of safety, permanency, and well-being for children and families they will be discussed with CFS leadership and recommendations developed accordingly. It is important to note that the development of performance-based contracting is most successful when providers are given an opportunity to provide input and there is a plan for testing the effectiveness of the process against specific performance goals..</p>	X
		Comply
PS-39	<p>The bidder should describe how it will provide recommendations for a framework for quality assurance in child welfare.</p> <p>Bidder's Response: Quality assurance activities should ultimately inform judgments of the system's achievements of key outcomes related to child safety, permanency, and well-being and these findings should be actively used at all levels of the organization toward the goal of continuous improvement. CWG reviewers intend to examine the current structure of the quality assurance/continuous quality improvement process in CFS, the documentation it produces, the way in which this information is used and make recommendations as indicated to ensure that QA actually functions to support learning, innovation, and accountability.</p>	X
		Comply
PS-40	<p>The bidder should describe how it will develop a comprehensive review that will identify strategies for a career ladder and advancement for service providers and case managers in the child welfare system.</p>	X

	Bidder's Response: CWG intends that the CFS and provider workforce will be a central focus of this review since it is the quality and sufficiency of frontline staff that most accounts for the attainment of positive outcomes for children and families. CWG consultants have an in depth knowledge of child welfare workforce research conducted over the past 4 decades and its implications for staff selection, hiring, preparation, and ongoing development. The institution of career ladders that provide for advancement based on experience, demonstrated growth in performance, advancement in education and specialized certification is an important aspect of workforce development and will be fully addressed in this review as it is in all child welfare system assessments conducted by CWG.	
		Comply
PS-41	The bidder should describe how it will develop a comprehensive review that will create a business process map that outlines the current structure of CFS and the intersection with relevant support divisions' operations; including state office staff extending into regional field staff.	X
	Bidder's Response: CWG consultants recognize that the effective provision of services requires that child welfare personnel work across the broader system to access resources and services. Understanding and documenting the interconnectedness of the division's operations will be an integral part of this review.	
		Comply
PS-42	The bidder should describe how it will develop a comprehensive review that will make recommendations on improvement to the Child Welfare system processes, to include technology, training improvements, or other tools to assist CFS workers in state office and regional field.	X
	Bidder's Response: The draft work plan describes a comprehensive approach that will examine work processes and their respective value as it relates to management and outcomes, the system's ability to collect, produce, and use workforce and service process and outcome data, as well as the training that is provided both to new hires and in ongoing professional development. Additionally the CWG review will assess the assistive (e.g., phones, tables, laptops, degree of remote access to case data, etc.) technology available to CFS personnel, particularly those at the front lines of practice, as well as policy and procedures relative to access to information away from base	

Req #	Requirement	Comply
	PROGRAM ORGANIZATION	
PO-1	Describe what methodology will be used to assess the following program management needs:	
	Assess how to safely achieve permanency in a timely manner;	X

	Bidder's Response: See responses to PS 10- PS14. The ongoing assessment of child safety and attention to building an effective safety net around families is the fundamental feature of permanency planning and practices and processes that support this will be fully explored and assessed in this review.	
PO-2	Assess Nebraska's case management case staffing models and Supervisor training for staff development and case oversight;	X
	Bidder's Response: As discussed in the responses to PS-20 and PS-40, the CWG review will address all aspects of the child welfare workforce, both in CFS and in provider agencies. This will include an examination of the way in which the case management position is defined and functions, and the resources available to support them in effective performance with supervision being the most fundamental. As training curriculum design and classroom opportunities are reviewed, CWG will assess consistency relative to information given to supervisors and case managers. Further, CWG will compare and contrast provider and case management workforce relationships, clarity of roles, and practice consistency relative to the state's model. This will require attention to preparation and support of supervisors, supervisory practices in providing oversight and direction to their staff, and supervisor to staff ratios.	
PO-3	Assess family engagement, assessments where applicable, and CFS case management quality of contacts with children, parents/caregivers, relatives & kin;	X
	Bidder's Response: Much of this is addressed in our responses to PS 10-16 and in PS-29. Practices related to family engagement, the quality and thoroughness of assessments (of safety, risk, and underlying factors that contribute to child maltreatment) are fundamental aspects of child welfare practice. These functions occur in contacts between case managers and other service providers and children and families, including extended family and kin and will all be assessed in depth.	
PO-4	Assess stability of workforce of child welfare case management;	X
	Bidder's Response: This was discussed in our response to PS-17 and PS-40. Stability of the case management workforce will be a central focus of this assessment and recommendations will include ways in which it can be promoted and improved if that is shown to be needed based on the findings.	
PO-5	Assess whether there exists an effective array of individualized services and foster homes;	X
	Bidder's Response: The array of services and placements of all kinds will be fully examined in the data review and in our interviews with staff, caregivers, and providers. This will include consideration of existing resources in light of the requirements of the FFPSA as discussed earlier and outlined in our draft work plan.	

PO-6	<p>Assess if there exists an effective array of services and foster homes, whether those services and foster homes are available statewide and individualized for each family's needs;</p> <p>Bidder's Response: Service effectiveness and array, including foster homes, will be assessed through the initial survey, focus group discussions and documentation, and outcome data and available QSR findings.</p>	X?
PO-7	<p>Assess how to effectively exit the IV-E waiver on October 1, 2019 and move directly into the Family First Prevention Services Act; and</p> <p>Bidder's Response: CWG consultants have reviewed the provisions of Nebraska's IVE waiver providing for alternative response and Results Based Accountability for service providers. The budget review proposed in the draft work plan and also referenced in PS-22 will include recommendations concerning the status of these initiatives.</p>	
PO-8	<p>Assess how to deliver economic and community supports for prevention services.</p> <p>Bidder's Response: This was discussed in part in our response to PS-31. CWG will also explore current resources and practices related to CFS's provision of concrete services and linkages with other public sector and private community economic resources in Nebraska.</p>	X



Appendix A

Financial Statement

THE CHILD WELFARE POLICY & PRACTICE
FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
PERIOD ENDED APRIL 30, 2019



BERN BUTLER CAPILOUTO & MASSEY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

ACCOUNTANT'S COMPILATION REPORT

TO MANAGEMENT
THE CHILD WELFARE POLICY & PRACTICE
428 E. JEFFERSON STREET
MONTGOMERY, AL 36104

MANAGEMENT IS RESPONSIBLE FOR THE ACCOMPANYING FINANCIAL STATEMENTS OF THE CHILD WELFARE POLICY & PRACTICE (AN ALABAMA NONPROFIT ORGANIZATION), WHICH COMPRISE THE STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS - TAX BASIS AS OF APRIL 30, 2019, AND THE RELATED STATEMENT OF REVENUES, EXPENSES, AND OTHER CHANGES IN NET ASSETS - TAX BASIS FOR THE ONE MONTH AND FOUR MONTHS THEN ENDED, INCLUDING THE COMPARATIVE STATEMENT OF REVENUES, EXPENSES, AND OTHER CHANGES IN NET ASSETS - TAX BASIS FOR THE ONE MONTH AND FOUR MONTHS ENDED APRIL 30, 2019 AND 2018 PRESENTED IN SCHEDULE I, IN ACCORDANCE WITH THE TAX BASIS OF ACCOUNTING, AND FOR DETERMINING THAT THE TAX BASIS OF ACCOUNTING IS AN ACCEPTABLE FINANCIAL REPORTING FRAMEWORK. WE HAVE PERFORMED A COMPILATION ENGAGEMENT IN ACCORDANCE WITH STATEMENTS ON STANDARDS FOR ACCOUNTING AND REVIEW SERVICES PROMULGATED BY THE ACCOUNTING AND REVIEW SERVICES COMMITTEE OF THE AICPA. WE DID NOT AUDIT OR REVIEW THE FINANCIAL STATEMENTS NOR WERE WE REQUIRED TO PERFORM ANY PROCEDURES TO VERIFY THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED BY MANAGEMENT. ACCORDINGLY, WE DO NOT EXPRESS AN OPINION, A CONCLUSION, NOR PROVIDE ANY FORM OF ASSURANCE ON THESE FINANCIAL STATEMENTS.

THE FINANCIAL STATEMENTS ARE PREPARED IN ACCORDANCE WITH THE TAX BASIS OF ACCOUNTING, WHICH IS A BASIS OF ACCOUNTING OTHER THAN ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA.

MANAGEMENT HAS ELECTED TO OMIT SUBSTANTIALLY ALL OF THE DISCLOSURES ORDINARILY INCLUDED IN FINANCIAL STATEMENTS PREPARED IN ACCORDANCE WITH THE TAX BASIS OF ACCOUNTING. IF THE OMITTED DISCLOSURES WERE INCLUDED IN THE FINANCIAL STATEMENTS, THEY MIGHT INFLUENCE THE USER'S CONCLUSIONS ABOUT THE COMPANY'S ASSETS, LIABILITIES, NET ASSETS, REVENUES AND EXPENSES. ACCORDINGLY, THE FINANCIAL STATEMENTS ARE NOT DESIGNED FOR THOSE WHO ARE NOT INFORMED ABOUT SUCH MATTERS.

SUPPLEMENTARY INFORMATION

THE SUPPLEMENTARY INFORMATION CONTAINED IN SCHEDULE I IS PRESENTED FOR PURPOSES OF ADDITIONAL ANALYSIS AND IS NOT A REQUIRED PART OF THE BASIC FINANCIAL STATEMENTS. SUCH INFORMATION IS THE RESPONSIBILITY OF MANAGEMENT. THE SUPPLEMENTARY INFORMATION WAS SUBJECT TO OUR COMPILATION ENGAGEMENT. WE HAVE NOT AUDITED OR REVIEWED THE SUPPLEMENTARY INFORMATION AND ACCORDINGLY, DO NOT EXPRESS AN OPINION, A CONCLUSION, NOR PROVIDE ANY FORM OF ASSURANCE ON SUCH INFORMATION.

WE ARE NOT INDEPENDENT WITH REGARDS TO THE CHILD WELFARE POLICY & PRACTICE.

MONTGOMERY, ALABAMA
MAY 10, 2019

THE CHILD WELFARE POLICY & PRACTICE
STATEMENT OF ASSETS, LIABILITIES AND NET ASSETS -
TAX BASIS
APRIL 30, 2019

ASSETS

CURRENT ASSETS

CASH-COMPASS BANK	\$	103,411.73
CASH-COMPASS MM		<u>116,366.95</u>

TOTAL CURRENT ASSETS		<u>219,778.68</u>
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FIXED ASSETS

COMPUTER		45,589.86
FURNITURE & EQUIP (GRANT)		43,912.49
ACCUMULATED DEPRECIATION		<u>(84,173.05)</u>

TOTAL FIXED ASSETS		<u>5,329.30</u>
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OTHER ASSETS

SECURITY DEPOSIT/RENT		775.00
UTILITY DEPOSITS		<u>206.08</u>

TOTAL OTHER ASSETS		<u>981.08</u>
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TOTAL ASSETS	\$	<u><u>226,089.06</u></u>
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SEE ACCOUNTANT'S COMPILATION REPORT

THE CHILD WELFARE POLICY & PRACTICE
STATEMENT OF ASSETS, LIABILITIES AND NET ASSETS -
TAX BASIS

APRIL 30, 2019

LIABILITIES AND EQUITY

CURRENT LIABILITIES

SWH \ \$ 384.56

TOTAL CURRENT LIABILITIES 384.56

TOTAL LIABILITIES 384.56

NET ASSETS

UNRESTRICTED NET ASSETS 225,704.50

TOTAL LIABILITIES AND NET ASSETS \$ 226,089.06

SEE ACCOUNTANT'S COMPILATION REPORT

THE CHILD WELFARE POLICY & PRACTICE
 STATEMENT OF REVENUES, EXPENSES, AND OTHER CHANGES IN NET ASSETS - TAX BASIS
 FOR THE ONE MONTH AND FOUR MONTHS ENDED

	APRIL 30, 2019	%	APRIL 30, 2019	%
UNRESTRICTED REVENUE & SUPPORT				
ALLEGHENY CO DEPT OF HUMAN SERVICES	\$ 0.00	0.00	\$ 14,680.64	4.82
CASEY FOUNDATION	0.00	0.00	5,105.85	1.68
IL DCFS	40,172.29	53.14	131,364.56	43.12
INTEREST INCOME	14.13	0.02	55.15	0.02
LA COUNTY	0.00	0.00	44,642.40	14.65
MIAMI DCF	0.00	0.00	6,000.00	1.97
MONTGOMERY PUBLIC SCHOOLS	0.00	0.00	12,937.85	4.25
SO CAROLINA DEPT OF SOCIAL SERVICES	35,411.92	46.84	67,925.00	22.30
UNIVERSITY OF ALABAMA	0.00	0.00	15,638.03	5.13
VIRGINIA POLYTECH INST. UNIVERSITY	0.00	0.00	6,282.90	2.06
	<hr/>		<hr/>	
TOTAL UNRESTRICTED REVENUE & SUPPORT	75,598.34	100.00	304,632.38	100.00
	<hr/>		<hr/>	
OPERATING EXPENSES				
BANK CHARGES	5.10	0.01	22.10	0.01
COMPUTER EXPENSE	512.64	0.68	4,777.91	1.57
CONTRACT SERVICES	54,866.63	72.58	163,779.13	53.76
DEPRECIATION	12.97	0.02	51.88	0.02
EQUIPMENT LEASE	0.00	0.00	433.27	0.14
INSURANCE	7,666.00	10.14	9,277.00	3.05
JANITORIAL EXPENSE	170.00	0.22	680.00	0.22
LEGAL & ACCOUNTING	805.19	1.07	3,786.36	1.24
MEALS & ENTERTAINMENT	0.00	0.00	259.55	0.09
OFFICE SUPPLIES & EXPENSE	129.07	0.17	359.40	0.12
OFFICERS COMPENSATION	5,833.34	7.72	32,600.80	10.70
PAYROLL TAXES	753.06	1.00	3,721.20	1.22
PEST CONTROL	53.00	0.07	106.00	0.03
POSTAGE	0.00	0.00	15.99	0.01
PROFESSIONAL GIFTS	0.00	0.00	1,377.35	0.45
RENT	0.00	0.00	4,725.00	1.55
REPAIRS & MAINTENANCE	90.00	0.12	90.00	0.03
SALARIES	4,010.57	5.31	16,042.28	5.27
SECURITY	0.00	0.00	115.36	0.04
SUBSCRIPTIONS	0.00	0.00	51.19	0.02

SEE ACCOUNTANT'S COMPILATION REPORT

THE CHILD WELFARE POLICY & PRACTICE
 STATEMENT OF REVENUES, EXPENSES, AND OTHER CHANGES IN NET ASSETS - TAX BASIS
 FOR THE ONE MONTH AND FOUR MONTHS ENDED

	APRIL 30, 2019	%	APRIL 30, 2019	%
TELEPHONE	307.22	0.41	2,015.04	0.66
TRAVEL	27,226.35	36.01	75,850.04	24.90
UTILITIES	<u>417.43</u>	<u>0.55</u>	<u>2,102.31</u>	<u>0.69</u>
 TOTAL OPERATING EXPENSES	 <u>102,858.57</u>	 <u>136.06</u>	 <u>322,239.16</u>	 <u>105.78</u>
 CHANGE IN NET ASSETS	 (27,260.23)	 (36.06)	 (17,606.78)	 (5.78)
NET ASSETS, BEGINNING OF PERIOD	<u>252,964.73</u>		<u>243,311.28</u>	
 NET ASSETS, END OF PERIOD	 <u>\$ 225,704.50</u>		 <u>\$ 225,704.50</u>	

SEE ACCOUNTANT'S COMPILATION REPORT

SUPPLEMENTARY INFORMATION

THE CHILD WELFARE POLICY & PRACTICE
 COMPARATIVE STATEMENT OF REVENUES, EXPENSES, AND OTHER CHANGES IN NET ASSETS - TAX BASIS
 SCHEDULE I
 FOR THE ONE MONTH AND FOUR MONTHS ENDED

	APR. 30, 2019	APR. 30, 2018	DIFFERENCE	APR. 30, 2019	APR. 30, 2018	DIFFERENCE
UNRESTRICTED REVENUE & SUPPORT						
ALLEGHENY CO DEPT OF HUMAN SERVICES	\$ 0.00	\$ 16,159.78	\$ (16,159.78)	\$ 14,680.64	\$ 24,504.69	\$ (9,824.05)
CASEY FOUNDATION	0.00	0.00	0.00	5,105.85	38,167.02	(33,061.17)
IL DCFS	40,172.29	0.00	40,172.29	131,364.56	163,846.02	(32,481.46)
INDIANA FAMILY & SOC SERV ADMIN	0.00	20,291.56	(20,291.56)	0.00	20,291.56	(20,291.56)
INTEREST INCOME	14.13	14.11	0.02	55.15	55.08	0.07
IOWA CONTRACT	0.00	10,000.00	(10,000.00)	0.00	10,000.00	(10,000.00)
LA COUNTY	0.00	0.00	0.00	44,642.40	25,153.18	19,489.22
MIAMI DCF	0.00	0.00	0.00	6,000.00	0.00	6,000.00
MICHIGAN DHS	0.00	0.00	0.00	0.00	34,392.40	(34,392.40)
MONTGOMERY PUBLIC SCHOOLS	0.00	0.00	0.00	12,937.85	0.00	12,937.85
PHILADELPHIA SO CAROLINA DEPT OF SOCIAL SERVICES	0.00 35,411.92	0.00 4,299.98	0.00 31,111.94	0.00 67,925.00	45,366.25 15,718.52	(45,366.25) 52,206.48
UNIVERSITY OF ALABAMA	0.00	0.00	0.00	15,638.03	5,914.90	9,723.13
VIRGINIA POLYTECH INST. UNIVERSITY	0.00 <u>0.00</u>	0.00 <u>0.00</u>	0.00 <u>0.00</u>	6,282.90 <u>6,282.90</u>	0.00 <u>0.00</u>	6,282.90 <u>6,282.90</u>
 TOTAL UNRESTRICTED REVENUE & SUPPORT	 <u>75,598.34</u>	 <u>50,765.43</u>	 <u>24,832.91</u>	 <u>304,632.38</u>	 <u>383,409.62</u>	 <u>(78,777.24)</u>
 OPERATING EXPENSES						
BANK CHARGES	5.10	6.40	(1.30)	22.10	28.80	(6.70)
COMPUTER EXPENSE	512.64	1,063.39	(550.75)	4,777.91	2,481.90	2,296.01
CONTRACT SERVICES	54,866.63	60,281.25	(5,414.62)	163,779.13	188,000.00	(24,220.87)
DEPRECIATION	12.97	12.97	0.00	51.88	51.88	0.00
DUES	0.00	85.00	(85.00)	0.00	85.00	(85.00)
EQUIPMENT LEASE	0.00	526.25	(526.25)	433.27	2,105.00	(1,671.73)

SEE ACCOUNTANT'S COMPILATION REPORT

THE CHILD WELFARE POLICY & PRACTICE
 COMPARATIVE STATEMENT OF REVENUES, EXPENSES, AND OTHER CHANGES IN NET ASSETS - TAX BASIS

SCHEDULE I

FOR THE ONE MONTH AND FOUR MONTHS ENDED

	APR. 30, 2019	APR. 30, 2018	DIFFERENCE	APR. 30, 2019	APR. 30, 2018	DIFFERENCE
FEES	0.00	0.00	0.00	0.00	216.50	(216.50)
INSURANCE	7,666.00	9,630.00	(1,964.00)	9,277.00	9,939.00	(662.00)
JANITORIAL EXPENSE	170.00	170.00	0.00	680.00	680.00	0.00
LEGAL & ACCOUNTING	805.19	371.16	434.03	3,786.36	1,628.73	2,157.63
MEALS & ENTERTAINMENT	0.00	0.00	0.00	259.55	250.00	9.55
OFFICE SUPPLIES & EXPENSE	129.07	254.99	(125.92)	359.40	975.94	(616.54)
OFFICERS COMPENSATION	5,833.34	9,267.44	(3,434.10)	32,600.80	37,069.76	(4,468.96)
PAYROLL TAXES	753.06	1,439.30	(686.24)	3,721.20	6,322.88	(2,601.68)
PEST CONTROL	53.00	53.00	0.00	106.00	106.00	0.00
POSTAGE	0.00	51.09	(51.09)	15.99	99.06	(83.07)
PROFESSIONAL GIFTS	0.00	0.00	0.00	1,377.35	2,119.00	(741.65)
RENT	0.00	1,575.00	(1,575.00)	4,725.00	9,450.00	(4,725.00)
REPAIRS & MAINTENANCE	90.00	0.00	90.00	90.00	0.00	90.00
SALARIES	4,010.57	9,546.83	(5,536.26)	16,042.28	45,581.77	(29,539.49)
SECURITY	0.00	0.00	0.00	115.36	81.45	33.91
SUBSCRIPTIONS	0.00	51.19	(51.19)	51.19	353.76	(302.57)
TELEPHONE	307.22	1,255.58	(948.36)	2,015.04	3,673.30	(1,658.26)
TRAVEL	27,226.35	30,797.76	(3,571.41)	75,850.04	100,243.49	(24,393.45)
UTILITIES	417.43	468.15	(50.72)	2,102.31	2,821.02	(718.71)
TOTAL OPERATING EXPENSES	<u>102,858.57</u>	<u>126,906.75</u>	<u>(24,048.18)</u>	<u>322,239.16</u>	<u>414,364.24</u>	<u>(92,125.08)</u>
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	(27,260.23)	(76,134.34)	48,874.11	(17,606.78)	(30,900.15)	13,293.37
NET ASSETS, BEGINNING OF PERIOD	<u>252,964.73</u>	<u>337,758.75</u>	<u>(84,794.02)</u>	<u>243,311.28</u>	<u>292,524.56</u>	<u>(49,213.28)</u>
NET ASSETS, END OF PERIOD	<u>\$ 225,704.50</u>	<u>\$ 261,624.41</u>	<u>\$ (35,919.91)</u>	<u>\$ 225,704.50</u>	<u>\$ 261,624.41</u>	<u>\$ (35,919.91)</u>

SEE ACCOUNTANT'S COMPILATION REPORT



Appendix B

Resumes and References of Subcontractors

Sue Duvall Steib, PhD, LCSW

Qualifications

- Over 45 years of child welfare experience including direct practice, management, administration, research, and consultation.
- In depth knowledge and understanding of
 - child welfare workforce planning and support
 - evidence-based and research-informed practice
 - program and systems evaluation
 - organizational leadership, culture, and climate
 - analysis of systems process and outcome data

Education

- Ph.D., Social Work: Social policy and research; Minor: Educational Research Louisiana State University, 2001
- MSW, Louisiana State University, 1983

Licensure

- LCSW Louisiana license # 2227

Professional Affiliations, Appointments & Awards

Catholic Community Services Adoption Advisory Board, Baton Rouge, Louisiana, 2001-2004

Children's Voice Magazine, editorial board, 2006-2008

Council on Accreditation, National Research Advisory Panel, 2004 to 2007

Journal of Public Child Welfare, editorial board, 2005 to present

Journal of Public Child Welfare, editor, *Practitioner's Corner*, 2005 to 2014

Louisiana Children's Cabinet, Comprehensive Planning Advisory Committee, 1999-2000

Louisiana Law Institute, Children's Code Advisory Committee, member 2000 to 2015

Louisiana State University School of Social Work, Distinguished Alumni Award, 2004

Professional Experience

Principal, Sue D. Steib Consulting, LLC

Independent Child Welfare Consultant

May 2016 to present

Serves as a policy and practice consultant to child welfare service providers individually and in partnership with other consulting organizations. Areas of specialty include the child welfare workforce, selection and application of evidence-based practice, systems evaluation, and leadership. Projects include child welfare systems reviews in Philadelphia, Iowa, and Indiana and a child welfare workforce assessment in S. Carolina. Smaller more focused work has been conducted under contract with Casey Family Programs in the child welfare systems in Oklahoma and Broward County, Florida.

Casey Family Programs (CFP)
March 2008 to April 15, 2016
Senior Director, Strategic Consulting

Served as a project director in CFP's work to engage public child welfare jurisdictions in safely reducing the need for out-of-home care for children, improving well-being of children and youth served by child welfare, expediting timely and stable permanency for those served in foster care, and reinvesting foster care expenditures in community-based services and supports that strengthen families. Managed CFP's efforts to engage and partner with child welfare system leaders and advocates in assigned jurisdictions to assess their organizational needs and to plan and implement strategies to achieve positive outcomes related to child safety, well-being, and permanency. Participated in planning and development activities within CFP's Systems Improvement section and across the organization.

Child Welfare League of America (CWLA)
September 2001 to March 2008
Senior Consultant/Director, Research to Practice

Served as project director/senior consultant in consultation contracts with public and private human services agencies and governmental boards and commissions. Directed systematic reviews and syntheses of the empirical literature across the broad spectrum of child welfare, juvenile justice, children's mental health and related fields. Oversaw CWLA's efforts to make research-based information more accessible to practice and policy professionals through: development and web-based publication of annotated bibliographies and research briefs; presentations at national and regional conferences; and provision of on-site consultation, training, and technical assistance to jurisdictions and organizations undertaking evidence-based practice change.

Louisiana Department of Social Services (now Department of Children and Family Services),
August 1970-September 2001

Child Welfare Program Director
November 1997 to September 2001

Responsible for direction of planning, budgeting, resource and policy development for the statewide public child welfare programs in Louisiana. Served as primary legislative liaison for the agency in child welfare program issues. Supervised the administrators of the child protection, family services, foster care, and adoption programs who, along with 14 subordinate professional staff, provided functional supervision to approximately 1100 caseworkers, supervisors, and regional level staff throughout the state.

Administrator, Foster Care and Adoption Programs
May 1991 to November 1997

Responsible for statewide administration of the foster care and adoption programs.

*Administrator, Child Protection and Family Services
February 1987 to May 1991*

Responsible for the statewide administration of the child protection and in-home family services programs.

*Social Services Supervisor
May 1980 to February 1987*

*Caseworker
August 1970 to May 1980*

References

- Eva Gladstein
Deputy Managing Director for Health and Human Services
1430 Municipal Services Building
1401 J.F. Kennedy Blvd.
Philadelphia, PA 19102
eva.gladstein@phila.gov
215 686 3696
- Terry J. Stigdon, MSN, RN
Director, Indiana Department of Child Services
302 W. Washington Street, Room E 306-MS47
Indianapolis, IN 46204-2739
Terry.Stigdon@dcs.IN.gov
317-234-3323
- Page Walley, PhD
President, Chief Public Policy Officer
St. Francis Ministries
Office: 785-914-5238; Cell 334-707-0890
814 Shelby Ln., Bolivar, TN 38008
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Sue D. Steib, PhD, LCSW

Contact Information

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Paul Vincent, LCSW
428 East Jefferson Street
Montgomery, AL 36104
Phone: 334-324-8706
June 12, 2019

Education

BA, Huntingdon College 1969
Major: Psychology, Sociology
MSW, University of Alabama 1972

Skills and Experience

Paul Vincent recently retired as Director and founder of The Child Welfare Policy and Practice Group (CWG), a nonprofit technical assistance organization created in 1996. The Child Welfare Group directs its technical assistance toward improving outcomes for children and families through strengthening front-line practice. Mr. Vincent's work in child welfare systems included strategic planning, curriculum development, training, front-line practice coaching, Continuous Quality Improvement training and practice evaluation.

Mr. Vincent directed the overall work of the organization and represented it and the front-line practice perspective in various national policy forums and foundation initiatives. He led the organization's participation in the provision of technical assistance in systems involved in class action litigation, such as in Los Angeles, where he currently serves on the Katie A. Advisory Panel; in Utah, where the Child Welfare Group was Court Monitor; and in Tennessee, where he served on the Brian A. Technical Assistance Committee.

Prior to the creation of The Child Welfare Group, Mr. Vincent was the director of Alabama's child welfare system during a period of class action litigation, from 1989 to 1996. During that period Alabama emerged as a national leader in demonstrating improved outcomes through implementation of a strength and needs-based, individualized model of practice. Mr. Vincent and staff, along with the federal court monitor, also developed the Qualitative Service Review process during the same period. He was awarded NAPCWA's Annual Award for Excellence in Child Welfare Administration in 1994.

Paul J. Vincent

References

Debora Buchanan, Director
Juvenile Justice, Native American Affairs and Race Equity
Michigan Department of Health and Human Services
235 S. Grand Ave., Lansing MI 48933
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buchanand@michigan.gov

Ira Burnim
Bazelon Center for Mental Health Law
1101 15th Street NW, Suite 1212
Washington, DC 20005
(202) 467-5730
irabster@gmail.com

Marty Beyer, Mental Health Expert
4062 SW Pendleton Street
Portland, Oregon 97221
martbeyer@aol.com

HIGHLIGHTS OF QUALIFICATIONS

- 10+ years' background in human services organizational analysis, consultation and reporting;
- Project management and interagency program coordination experience;
- Extensive work in case management, service coordination and advocacy for children and families;
- Long-standing commitment to assuring quality service delivery and optimal family outcomes.

KEY SKILLS

Organization/System Evaluation
Data Collection & Analysis
Report Writing & Presentations

Cross-Sector Service Coordination
Case Management & Planning
Family Assessment & Advocacy
Interviewing & Focus Groups

Strengths/Needs Assessment
Transition Planning
Crisis De-escalation

PROFESSIONAL EXPERIENCE

2017- : *A. Puckett Consulting; Seattle, WA*

Child Welfare Consultant: Organizational analysis and consultation to optimize policy and practice for best child and family outcomes. In-depth focus on workforce issues, safety and risk assessments and evidence-based interventions.

2006-2017: *Casey Family Programs, Seattle, WA*

2008-2017: **Systems Improvement Advisor:** Led and co-led assessments of child welfare organizations with focus on policy, workforce issues, and improving outcomes for children and families. Led or co-led report writing and presentation of findings to agency leaders, policymakers and the public.

2006-2008: **Systems Improvement Analyst:** Designed & directed evaluation for a set of life skills assessment tools for youth in or at risk of foster care. Provided end-user support for technical and data-related inquiries.

2005–2006: *State of N.M. Children, Youth & Families Department, Santa Fe, NM*

Management Analyst: Analysis of administrative data to create reports for agency administrators, policymakers, and the public; Fulfillment of information requests from federal, state, and local government agencies, legislators, and other parties.

1999–2005: *University of Wisconsin-Madison School of Social Work*

2001-2005: **Research Assistant** for **Illinois Families Study and Child Well-Being Supplement:** Two studies utilizing health care, educational, administrative and survey data to assess the well-being of low-income children and families in nine Illinois counties.

2000-2001: **Research Assistant** for **Bureau of Milwaukee Child Welfare Evaluation:** Collaborated in development of parent and foster parent surveys; Extensive contact with parents, foster parents and other caregivers to answer questions and provide information regarding survey participation.

1999: **Teaching Assistant:** "Introduction to Social Work" course.

1997-1999: *Dane County Juvenile Court, Madison, WI*

Juvenile Court Counselor: Responsible for interpreting juvenile code to make temporary physical custody decisions for children/youth referred by law enforcement and child protective services. Interviewed referral agents, juveniles & family members, prepared case documentation for court proceedings.

1996-1997: *The Case Management Collaborative, Albuquerque, NM*

Case Manager: Coordinated delivery of behavioral, medical, and ancillary services for children and youth with DSM Axis I mental health diagnoses and at imminent risk of institutional placement; Chaired treatment team meetings; Represented agency and advocated for clients in educational team meetings, court hearings, CPS case reviews, etc.

1990-1996: *Northeastern Family Institute, Burlington, VT*

1994-1996: **Case Management Coordinator:** Day-to-day management of wraparound program serving severely emotionally disturbed children & adolescents. Represented agency at case staffings with local Child Protective Service (CPS) and mental health agencies and school districts; provided administrative supervision for staff of 9 therapeutic case managers.

1992-1994: **Case Manager** in wraparound program serving severely emotionally disturbed children & youth in both family-of-origin and foster care settings: Hired and supervised respite staff; chaired treatment team meetings and coordinated delivery of medical, behavioral, and ancillary services; Represented agency and advocated for clients in CPS case reviews; Participated in family therapy sessions and educational team meetings.

1990-1992: **Residential Counselor** in group home treatment program serving severely emotionally disturbed adolescents: Implemented structured behavioral program in residential milieu; acted as advocate for client across domains including mental health, educational, and legal systems. Participated in CPS case reviews and family therapy sessions.

EDUCATION

Ph.D., Social Welfare
Master of Science, Social Work

University of Wisconsin, Madison, WI
University of Wisconsin, Madison, WI

SERVICE

Member, Washington State Institutional Review Board, 2011-2016
Volunteer, Providence Regina House food shelf & clothing bank, Seattle, 2012-

PROFESSIONAL REFERENCES FOR ALAN M. PUCKETT, PHD

Peter J. Pecora
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Dee Wilson, MSW
Director of Knowledge Management (retired)
Casey Family Programs
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ALAN M. PUCKETT CONTACT INFORMATION

JUNE 12, 2019

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Brad McGarry, MBA

Brad has spent nineteen years (ten years as director) involved in quality assurance activities for the Office of Services Review (OSR) in the Utah Department of Human Services. This office has the responsibility of overseeing the Qualitative Services Review (QSR) for the Utah Division of Child and Family Services. In addition to the QSR he helped develop a Case Process Review, a process that looks at case worker practice as it relates to statute and policy. He also assisted in helping the State of Utah end its David C. class action lawsuit in 2008.

Brad and his team have served as Ad Hoc consultants, in supporting the work of the Child Welfare Policy and Practice Group, for many states and jurisdictions over the years to assist them in the development of their own Qualitative Services Review. In addition, he has consulted with the Los Angeles County Child Welfare system as well as being a reviewer and mentor in Utah, Los Angeles, Wisconsin, Virginia, Michigan, and New Jersey.

Brad M McGarry

References:

**Jeff Harrop
Utah Internal Services Review Administrator
801-803-8485**

**Ann Williamson
Director, Utah Department of Human Services
801-538-3998**

**Angel Rodriquez
Deputy Director Western Region
San Bernardino County, California
626-569-6927**

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