

TECHNICAL PROPOSAL

Nebraska Department of Health and Human Services Division of Children and Family Services

Supplemental Security Income (SSI) and Social
Security Administration (SSA) Benefit Services

RFP #: 6262 Z1

April 29, 2020

Annette Walton / Nancy Storant
RFP # 6262 Z1
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

April 29, 2020

Annette Walton/Nancy Storant
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Solicitation Number: RFP 6262 Z1

Dear Annette Walton and Nancy Storant:

The State of Nebraska is seeking a qualified bidder to secure Title II Social Security Act (SSA) and Title XVI Supplemental Security Income (SSI) funding for wards of Nebraska Department of Health and Human Services (DHHS). DHHS can benefit from a partnership with Public Consulting Group, Inc. (PCG) that draws on our 30 years of experience representing children with physical and emotional disabilities and where we have industry leading knowledge of Social Security's rules regarding SSA/SSI Applications and Appeals. DHHS will have access to our national expertise when selecting PCG as your vendor.

As outlined in the RFP DHHS is looking for the following services to be provided:

1. Provide complete and accurate applications within thirty (30) calendar days to the Social Security Administration on behalf of Out-of-Home DHHS wards to determine eligibility for Title II (SSA) and Title XVI Supplemental Security Income (SSI) benefits, when a qualifying SSI condition exists.
2. Applying for SSA benefits for DHHS wards whose parents currently receive SSA benefits, including DHHS wards who are eligible to transition from an SSI child determination to an SSI adult determination.
3. Submit applications to the Social Security Administration for DHHS to become the representative payee of DHHS wards.

As DHHS reads our proposal, please note the following highlights, which make PCG unique in our ability to meet the primary goals of the SSA/SSI advocacy project:

- State and County agencies across the United States continue to contract with PCG for more than two decades for similar SSA/SSI services, where we share best practices and implement continuous improvements.
- PCG staff has a broad spectrum of knowledge and experience with partnering with child welfare agencies to provide consulting and operational support to promote and protect children and families.
- PCG uses tried and true best practices using technology tools to efficiently and accurately meet DHHS objectives.

In this proposal, we have outlined our understanding and approach to this project. Please do not hesitate to contact our Engagement Manager, Leslie Lyons at 509-254-2601 or lyons@pcgus.com, if you have any questions about this proposal. No special terms or conditions apply. In addition, we acknowledge the acceptance of all addenda related to this RFP.

As Practice Area Director of Human Services, I am authorized to bind PCG contractually with this bid.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathleen Fallon". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Kathleen Fallon
Public Consulting Group, Inc.

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6262 Z1

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

| Preparation of Response Contact Information | |
|---|--|
| Bidder Name: | Public Consulting Group, Inc. |
| Bidder Address: | 148 State Street, 10th Floor Boston, MA 02109 |
| Contact Person & Title: | Leslie Lyons, Program Manager |
| E-mail Address: | llyons@pcgus.com |
| Telephone Number (Office): | (509) 254-2601 |
| Telephone Number (Cellular): | |
| Fax Number: | |

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

| Communication with the State Contact Information | |
|--|--|
| Bidder Name: | Public Consulting Group, Inc. |
| Bidder Address: | 148 State Street, 10th Floor Boston, MA 02109 |
| Contact Person & Title: | Leslie Lyons, Program Manager |
| E-mail Address: | llyons@pcgus.com |
| Telephone Number (Office): | (509) 254-2601 |
| Telephone Number (Cellular): | |
| Fax Number: | |



Part 1 – Corporate Overview

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CORPORATE OVERVIEW

This section documents the requirements that should be met by bidders in preparing the Corporate Overview.

a. Bidder identification and information

Public Consulting Group (PCG) is located at: 148 State Street, 10th Floor in Boston Massachusetts 02109-2589. Public Consulting Group (PCG) a corporation, that has dedicated itself to the public sector for over 30 years. From our founding in 1986 through today, we are guided by an unwavering commitment to our clients and the communities they serve. PCG currently serves sectors in: Human Services, Health, Education and Technology Consulting.

b. Financial Statements

In response to this section of the RFP, we are submitting Audited Financial Statements and Citizens Reference Letter for Public Consulting Group, Inc. for fiscal year 2019, which should be considered proprietary and confidential. These documents can be found under FORMS at the end of our proposal in order to make them readily separable from the rest of our proposal. This is to facilitate any future requests for public inspection of the non-confidential portions of our proposal.

Our Financial Statements found in **Section g** under FORMS contain a CONFIDENTIAL watermark and are accessible on a limited and controlled basis. If they are made available to anyone except the government agency that has specifically requested them, sensitive and confidential PCG business information could become available to PCG competitors and partner companies and provide them with an unfair competitive advantage. To avoid any such risk, we ask that you comply with the following safeguards:

1. Print out and distribute only the minimum number of copies that you need to fulfill the request.
2. Immediately shred all additional hard copies of the document(s).
3. Immediately delete the document from the files that you store electronically, and
4. Do not distribute the electronic document to anyone else, either internally or externally.

These documents are certified by an independent certified public accountant with DiCicco, Gullman & Company LLP. This attached information clearly identifies PCG's current financial position and that of our corporate structure.

We agree to the right of the county, state and federal governments to audit PCG's financial and other records as deemed necessary and after discussion with our corporate financial department.

PCG has no judgements, pending or expected litigation, or other real or potential financial reversals which might materially affect the viability or stability of the organization.

c. Change of ownership

PCG does not anticipate a change of ownership during the twelve (12) months following the proposal due date.

d. Office location

PCG’s office location associated with the performance of the work covered in this contract will be PCG’s claim center offices in Clarkston, Washington, supported by our corporate headquarters in Boston Massachusetts. Each office address is provided below.

| | |
|---|--|
| Public Consulting Group 148 State Street, 10th Floor Boston, MA 02109-2589 United States | Public Consulting Group 200 Fair Street Clarkston, WA 99403 United States |
|---|--|

e. Relationships with the state

The following table describes all PCG involvement with the State of Nebraska over the previous five (5) years.

Table 1. PCG involvement with Nebraska over the last five years

| | |
|---------------|---|
| Project Name | NE DHHS Title IV-E Consultant |
| Project Dates | 9/1/2015 – 3/1/2016 |
| Description | PCG supported the Division of Children and Family Services with their Title IV-E waiver, technical assistance with Administration of Children and Families, and training on Nebraska-specific information regarding Title IV-E. |

| | |
|---------------|--|
| Project Name | NE DHHS DCFS Title IV-E Stipend |
| Project Dates | 3/15/2016 – 7/1/2016 |
| Description | PCG developed a process for identifying, reporting, and claiming Title IV-E costs at each college and university interested in participating in the Title IV-E Education Tuition Assistance Program. |

| | |
|---------------|---|
| Project Name | NE Migrant Technology Feasibility Study - IRRC |
| Project Dates | 1/19/2019 – 6/30/2019 |
| Description | The Identification and Recruitment Rapid Response Consortium (IRRC) is requesting a report focused on the feasibility of a software solution supporting states in the identification and recruitment of migrant students. |

| | |
|---------------|---|
| Project Name | NE Family Support Network Pyramid Hosting |
| Project Dates | 5/1/2018 – 6/30/2019 |
| Description | PCG is serving as the website host, database manager, performing minor report modifications, offering helpdesk assistance, and making requested software modifications for the NE Family Support Network. |

| | |
|---------------|--|
| Project Name | NE DHHS Asset Verification Services |
| Project Dates | 9/25/2018 – 12/31/2023 |
| Description | PCG is performing asset verification services for NE DHHS. |

f. Bidder’s employee relations to state

PCG has no employees that has been employed by the State of Nebraska within the past twelve (12) months; however, PCG employee Sara Gilbert was employed by the State of Nebraska Department of Health and Human Services, Child and Family Services from September of 2007 to November of 2015. Her last title was Program Specialist.

g. Contract performance

PCG has not been subject to any contract performance action, including any corrective action plans, or current or past litigation matters in which PCG has been a party, that would compromise PCG's ability to perform the work described in this proposal.

In the past, PCG has had corrective action plans in its capacity as the prime contractor in Kentucky, as part of a project management engagement, and with the Georgia Department of Community Health, as part of the work performed on a current contract which PCG has held since 2015. In addition, PCG implemented a corrective action plan in 2019, concerning provider payments, with respect to its master agreement with Commonwealth Care Alliance, who is under contract with the Commonwealth of Massachusetts. In each case, all matters have been addressed, and PCG is in alignment with the clients such that the plans have either been closed or resolved. More recently, PCG received a request for a corrective action plan from the Colorado Department of Health Care Policy & Financing with respect to PCG's Hospital Quality Incentive Payment contract. The subject matter of the notice has already been identified and discussed between the parties and is the subject of an existing Action Plan. The client's purpose, therefore, in issuing the notice is for PCG to develop a corrective action plan that is specific with respect to how PCG will ensure adherence to the Action Plan, which corrective plan PCG and the client are close to finalizing.

In addition, the following are all pending and past court actions, over the past ten (10) years, in which PCG was a party that concerned its contract performance:

Pending:

Araujo v. SEIU Local 775, et al., Case No. 4:20-cv-05012-TOR (U.S. District Court, Eastern District of Washington). Plaintiff direct care worker in a Medicaid program alleged that her signature was forged on a document, which resulted in improper union dues deductions, and asserted claims against the union, a state officer, the Governor of Washington, PCG, and PCG's subsidiary, Public Partnerships LLC. PCG is not under contract with the state or union to perform any services as part of this program, and its subsidiary (pursuant to its state contract) only processes payroll-related transactions based on the information it receives from the union and/or the state. PCG and its subsidiary strongly deny the allegations in the complaint, which mirror those set forth in the *Ochoa* matter described below.

Ochoa v. SEIU Local 775, et al., Case No. 2:18-cv-297-TOR (U.S. District Court, Eastern District of Washington). Plaintiff direct care worker in a Medicaid program alleged that a union representative forged her signature on a document, which resulted in improper union dues deductions, and asserted claims against the union, a state officer, the Governor of Washington, PCG, and PCG's subsidiary, Public Partnerships LLC. PCG was not under contract with the state or union to perform any services as part of this program, and its subsidiary (pursuant to its state contract) only processed payroll-related transactions based on the information it received from the union and/or the state. PCG and its subsidiary filed a motion to dismiss, which the Court granted. Thereafter, Plaintiff filed an amended complaint; in response PCG and its subsidiary filed a renewed motion to dismiss, which the Court granted in July 2019. The plaintiff has filed an appeal.

Past ten (10) years:

Border Area Mental Health, Inc., et al. v. United Behavioral Health, Inc., et al., Appeal No. 18-2132 (U.S. Court of Appeals for the 10th Circuit). Appellant mental health care providers claimed that the State of New Mexico used a 2013 audit PCG performed for the State to wrongfully replace them with other providers in the state Medicaid program. PCG denied any wrongdoing. The district court granted PCG's motion to dismiss all claims against it in August 2018, and plaintiffs appealed. The case was subsequently settled in September 2019. The State was not a party to this litigation.

C.M. v. Lacewell, et al., Index No. 155920/2019 (New York County Supreme Court). Plaintiff was an unsuccessful applicant for the New York State Medical Indemnity Fund, for which PCG is a third party administrator. In this role, PCG did not make any final enrollment decisions, which is the responsibility of the state agency. As a result, PCG strongly denied the allegations in the complaint. Plaintiff and the State have otherwise resolved the differences and the court to dismissed the action; PCG did not provide any consideration in exchange for the resolution and dismissal.

Currier, McCabe and Associates, Inc. v. Public Consulting Group, Inc., No. 1:13-cv-00729-GLS-RFT (U.S. District Court, Northern District of New York). The plaintiff alleged in this June 2013 complaint that PCG breached a teaming agreement by not entering into a subcontractor agreement following contract award by the NY Department of Health. PCG denied the allegations and asserted legitimate business reasons for its actions. PCG's motion to dismiss was granted in part. Thereafter, the plaintiff's motion for summary judgment was denied and PCG's motion for summary judgment was granted in part. The case was subsequently settled in March 2018.

Health Management Systems, Inc. v. Public Consulting Group, Inc., et al., No. DC-14-09047 (District Court of Dallas County Texas). This civil lawsuit was filed in August 2014 and alleged that PCG and certain former HMS employees violated contractual and fiduciary obligations to HMS; PCG asserted counterclaims. The allegations were contested, and the case was settled in April 2016.

Meriweather Nursing Home, Inc. v. N.C. Dep't of Health and Human Services and Public Consulting Group, Inc., No. 13CV009004 (Wake County Superior Court): The plaintiff, a NC home nursing services company, alleged in a June 2013 complaint that the random sampling methodology approved by North Carolina DHHS and implemented by PCG for a post-payment claims review project was inaccurate. The defendants contested the allegations and the court dismissed the complaint in November 2013.

The Vista School v. Commonwealth of Pennsylvania, et al., No. 1:14-cv-01175 (U.S. District Court, Eastern District of Pennsylvania). The frivolous complaint was filed in June 2014, alleging claims against state agencies and officers, as well as PCG, which all defendants denied. The plaintiff was disappointed it did not receive the same level of funding in the past, after PCG was first brought in to administer the School Based Access Program and helped bring the program into compliance. After 2 weeks, the plaintiff voluntarily dismissed all claims. Neither PCG nor any other defendant paid any compensation or otherwise settled with the plaintiff.

PCG has not had a contract with a client terminated. But for the sake of transparency, in the fall of 2019, PCG's contract with vendor TALX Corporation (an Equifax business unit) was terminated for convenience after a PCG state client, the Texas Health and Human Services Commission, directed PCG to no longer use the vendor's services/products in support of PCG's services. Otherwise, PCG's contract with the Texas state client remains ongoing.

h. Summary of bidder's corporate experience

Public Consulting Group, Inc. (PCG) is a leading public sector solutions implementation and operations improvement firm that partners with health, education, and human services agencies to improve lives. Founded in 1986 and headquartered in Boston, Massachusetts, PCG has over 2,500 professionals in more than 60 offices worldwide – all committed to delivering solutions that change lives for the better. The firm has four designated practice areas with extensive experience in all 50 states, in six Canadian provinces, and a growing practice in Europe. Often combining resources from two or more practice areas, PCG offers clients a multidisciplinary approach to solve their challenges or pursue opportunities.

Because PCG has dedicated itself almost exclusively to the public sector for over 34 years, the firm has developed a deep understanding of the legal and regulatory requirements and fiscal constraints that often dictate a public agency's ability to meet the needs of the populations it serves. We are honored to have

helped thousands of public sector organizations maximize resources, make better management decisions using performance measurement techniques, improve business processes, achieve and maintain federal and state compliance, and, most importantly, improve client outcomes. Many of PCG's 2,500+ employees have extensive experience and subject matter knowledge in a range of government-related topics, from child welfare, public assistance, and Medicaid and Medicare policy to special education, literacy and learning, and school-based health finance.

PCG's current work includes projects in 49 states, four Canadian provinces, and two European countries:



Figure 1: PCG's current work includes projects in 49 states, 4 Canadian provinces, and two European countries.

Practice Area Descriptions

PCG's practice areas each have a proven track record of achieving desired results for clients. These practice areas include:

Education

Our Education practice offers consulting services and technology solutions that help schools, school districts, and state education agencies/ministries of education promote student success, transform teaching and learning, improve programs and processes, and optimize financial resources. Together with its state-of-the-art technology, PCG's consulting approach helps educators make effective decisions by transforming data into meaningful results. The practice area has active projects across 45 U.S. states as well as in four Canadian provinces and Poland. Current and recent clients include 21 state education agencies plus the District of Columbia, 18 of the 25 largest urban U.S. school districts, more than 5,600 school districts and more than 56,000 schools. Our special education management systems, including EDPlan™ EasyIEP™, GoalView™, and iep.online™, serve nearly 1.7 million special education students across the U.S. PCG has also recovered more than \$7.1 billion in federal Medicaid funds for school district clients, more than any other consulting firm. Areas of focus include education consulting, instructional and data management solutions, revenue services, and case management.

Health

PCG's Health practice offers in-depth programmatic knowledge and regulatory expertise to help state and municipal health agencies respond to regulatory change, improve access to health care, maximize program revenue, improve business processes, and achieve regulatory compliance. Using industry best practices, our Health team helps organizations deliver quality services with constrained resources to promote improved client outcomes. PCG is a recognized leader in health care reform and health benefits exchange consulting, and a leading provider of revenue enhancement, rate setting, cost settlement services, and health care expense management services. Currently, PCG has more than 250 active health contracts across 43 states, the United Kingdom, and Poland.

Human Services

Our Human Services team helps state, county, and municipal human services agencies achieve their performance goals in order to better serve populations in need. The practice area's seasoned professionals offer proven solutions to help agencies design programs, services, and systems, increase program revenue, cut costs, and improve compliance with state and federal regulations. PCG is a proven national leader in management consulting services for state Temporary Assistance for Needy Families (TANF) programs, state child welfare and juvenile justice programs, workforce investment boards, Social Security advocacy management, early childhood programs, and state Supplemental Nutrition Assistance Programs (SNAP). Currently, PCG has more than 225 active human services contracts spanning 40 states. In FY18, the practice area's Aging and Disability Center of Excellence (COE) provided services to 10 states, the Childcare and Early Education COE served 12 states, the Child Welfare and Youth Services COE worked in 29 states, the Employment and Income Maintenance Services COE provided services to 23 states, and the Enterprise Solutions COE worked in 14 states. Impacts of this work include helping more than 100,000 individual job-seekers on their path to employment, completing over 500,000 Title IV-E determinations, managing more than 100,000 families services to ensure children's services are funded, and transforming how more than 435,200 caseworkers interact with human services information systems.

Technology Consulting

Technology Consulting offers a full spectrum of quality information technology (IT) services to help government agencies at every stage of the IT life cycle. Services include Independent Verification and Validation (IV&V) and Quality Assurance (QA), enterprise and technical architecture assessments, project management, procurement support, requirements definition, feasibility studies, application development, management consulting, disaster recovery and business continuity planning, security assessments, and infrastructure support services. These IT services put PCG in a unique position to be able to offer clients specialized IT services with programmatic perspective provided by our other practice areas. Currently, the Technology Consulting team has more than 60 active contracts across 23 states and territories.

PCG Companies

In addition to PCG's practice areas, the following are separate companies that support our mission to be the market leader in delivering outstanding financial and operational results to education, health, human services, and other government or public clients so they can further promote improved outcomes for the people and communities they serve.

Public Partnerships LLC

Public Partnerships LLC provides financial management services to states, counties, and managed care organizations (MCOs) to support participant direction programs. These programs allow aging adults and individuals with disabilities to make choices about the services they receive, how they are delivered, and

by whom. Our tag line sums up our role well: Supporting Choice. Managing Costs.™ Public Partnerships provides consulting services to help clients design and develop participant direction programs. We introduce national best practices in financial management, quality customer service and technology to help support participant direction programs. We truly value the role of choice and control in making people's lives—and public policy—better.

The individuals we serve:

- Adults and children with developmental disabilities
- Adults and children with physical disabilities and chronic health problems
- Older adults at risk of nursing home placement
- Adults with HIV/AIDs
- Adults with acquired and traumatic brain injuries
- Children with autism and their families
- Children with serious emotional disturbance and their families

The programs we serve:

- Medicaid waiver-funded Home and Community Based Services (HCBS) programs
- State-funded participant direction programs
- Administration on Aging (AoA) Community Living Programs
- Veterans Directed Home and Community Based Services (VDHCBS) programs
- Money Follows the Person programs
- Ryan White HIV/AIDS programs

University Instructors, Inc.

University Instructors, Inc. (UI) has more than 25 years of experience providing K-12 schools and districts with services designed to improve student performance and save administrators and teachers valuable time. Our distinguished network of locally-based, highly motivated and caring educators and professionals are committed to providing schools with evidence-based, effective instructional programs as well as providing the resources necessary for staff development, intervention initiatives, program implementation, supplemental instruction, extended day and summer camp programs. Services offered by UI include tutorEd™ Daytime Intervention, EPIC™ Afterschool, EPIC™ Summer Camp, and EdForce™ Teacher Shortage Solutions.

Staffing Solutions Organization LLC

Staffing Solutions Organization LLC (SSO) provides staffing and talent consulting services to public sector organizations. SSO is committed to a diverse workforce, which is a reflection of our clients and the people they serve.

SSO operates an industry-leading staffing model with three main components:

- **Talent Acquisition** – sourcing, screening, interviewing and selecting talent
- **Talent Management** – onboarding, engaging and developing talent
- **Talent Consulting** – helping clients with a full spectrum of talent support

PCG's Social Security Advocacy Management Services SSAMS™ team is part of PCG's Human Service Practice Area, that specializes in Social Security Advocacy services and has managed over 20 public sector agency's Social Security Advocacy programs, including many in California. Our team manages screening and processing of over 3,000 SSI/SSDI applications in any given month. In addition to having knowledgeable and well-trained staff, PCG uses many technology tools to enhance our ability to manage projects and provide continuous improvements to both our new and long-standing clients to our programs.

Our established operational SSAMS team houses our field operations, case review teams, claims processing center, reconsideration and appeals unit staff, and federal disability benefits consulting service offering. We have provided these services to individuals in all 50 states and at all levels of adjudication. Summarized below in *figure 2* are key statistics reflecting our SSAMS unit's capacity to process large numbers of referrals, perform outreach, and submit applications on a monthly basis, for different client types including, foster children, adult public assistance recipients, and public/private pension and health care plan members.



Figure 2. PCG's SSI/SSA Title II Advocacy Experience. Our SSI/SSA Title II Advocacy experience has been developed over 30 years of long-standing relationships and focus on providing quality service.

To further illustrate the breadth of our prior experience working with SSA on SSA/SSI eligibility determination projects, we have included the map in *figure 3*. We pride ourselves on the consistent, long-standing client relationships that we have maintained which are represented here. These long-term relationships are evidence of our commitment to excellence in service provision and customer and client satisfaction, effective partnership building with federal agencies including SSA, Disability Determination Services (DDS) and Office of Hearing Operations (OHO) and our ability to continually innovate to improve our program operations and remain a national leader at providing Social Security Advocacy services to public agencies.

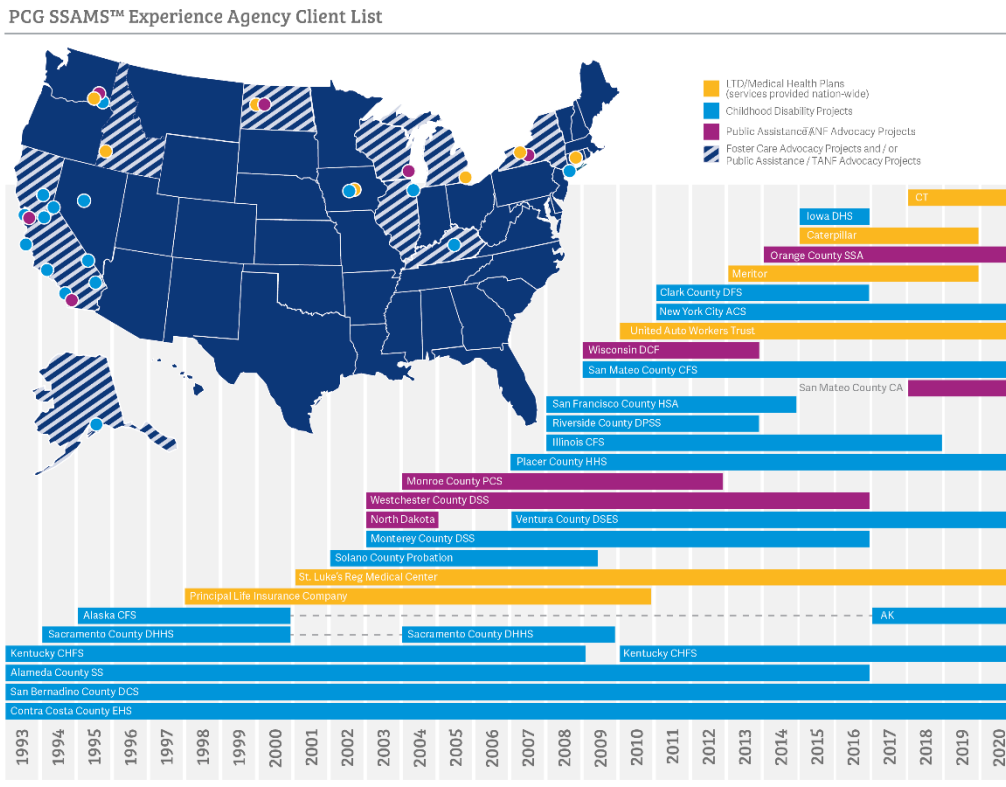


Figure 3: PCG's exemplary customer service leads to long-standing partnerships. Many of our SSI/SSDI advocacy projects have run continuously for more than 30 years. At the same time, we have been able to cultivate new relationships with agency partners of all sizes across the country.

As requested, we have provided three (3) narrative project descriptions below to be reviewed by the state of current PCG projects of similar size, scope and complexity.

| | | | |
|--------------------|---|--|--|
| Client | City of New York, NY Administration for Children’s Services (ACS) | | |
| Project | Supplemental Security Income (SSI) and Retirement Survivor’s Disability Insurance (RSDI) Identification and Enrollment | | |
| Timeframe | 04/01/2011 – 12/31/2021 | | |
| Budget | \$1,392,500 | | |
| Scope | <p>The City of New York Administration for Children’s Services (ACS) has contracted with PCG to identify and enroll children and youth in foster care who have eligibility to receive benefits and thus financial and medical resources provided by the Social Security Administration (SSA) through its Supplemental Security Income (SSI) and Retirement, Survivors, and Disability Insurance (RSDI) programs.</p> <p>This program assists ACS in offsetting the cost of care while subsequently providing ongoing economic security for young people and children upon final discharge from foster care.</p> <p>PCG provides the following services under the scope of this project:</p> <ul style="list-style-type: none"> ▪ Screening and identification of potential applicants; ▪ Collecting supporting documentation; ▪ Prioritization of special needs and high priority populations such as youth approaching aging out of care, youth preparing for adoption or re-unification, Level of Difficulty (LOD), and children in residential placements; ▪ Evaluation of other Federal Funding options including Title IV-E foster care and adoption assistance; ▪ Completion and submission of all SSA application forms; ▪ Liaise with SSA and Disability Determination Services (DDS) throughout application adjudication period; ▪ Conversion process for 18+ aged youth ageing out of foster care; ▪ Review and processing of all denied claims for potential appeal; ▪ Attendance at face-to-face hearings, as needed; ▪ Review of allowed cases for appropriate benefit amounts; ▪ Successful completion of all Continuing Disability Reviews (CDR); ▪ Successful completion of all Redeterminations of Income Eligibility (RZ); ▪ Successful completion of SSI and RSDI Change of Payee Applications; ▪ Consultation and technical assistance to ACS staff on social security related matters. | | |
| Key Achievements | <ul style="list-style-type: none"> ▪ Generates funding that can be used to offset the cost of care and maintenance; ▪ Links children and youth in foster care to the benefits they are entitled; ▪ Increased self-sufficiency for youth that age-out of foster care with SSI; ▪ Increase financial stability of families that re-unify with a child that is eligible for SSI; ▪ Minimize administrative burden and workload for case managers and OCS staff. | | |
| PCG Staff Contacts | Leslie Lyons Program Manager 509.254.2601 | | |

| | | | |
|--------------------|--|--|--|
| Client Contact | Beth Nitzberg Director, Division of Financial Services P: 212.676.9041 Beth.Nitzberg@acs.nyc.gov | | |
| Client | Commonwealth of Kentucky Cabinet for Health and Family Services | | |
| Project | Supplemental Security Income (SSI) Eligibility Determinations for Children | | |
| Timeframe | 7/01/1993 – 6/30/2008, 7/01/2010 – 6/30/2020 | | |
| Budget | \$1,030,902 | | |
| Scope | <p>The Commonwealth of Kentucky Cabinet for Health and Family Services (CHFS) is responsible for the care and custody of approximately 10,000 youth in State Foster Care. The Cabinet is mandated to provide safety, permanency and well-being to abused/neglected children. The cost of services to support these efforts is very high. CHFS, Department for Community Based Services, has contracted with PCG to identify and enroll children and youth in foster care who have eligibility to receive benefits and thus financial and medical resources provided by the Social Security Administration (SSA) through its Supplemental Security Income (SSI) and Retirement, Survivors, and Disability Insurance (RSDI) programs.</p> <p>This program assists the Cabinet by offsetting the high cost of caring for a child, while subsequently providing ongoing economic security, for young people and children upon final discharge from foster care.</p> <p>PCG provides the following services under the scope of this project:</p> <ul style="list-style-type: none"> ▪ Screening and identification of potential applicants ▪ Collecting supporting documentation ▪ Completion and submission of all SSA application forms ▪ Liaise with SSA and Disability Determination Services (DDS) throughout application adjudication period ▪ Conversion process for 18+ aged youth ageing out of foster care; ▪ Review and processing of all denied claims for potential appeal ▪ Attendance at face-to-face hearings, as needed ▪ Review of allowed cases for appropriate benefit amounts ▪ Successful completion of all Continuing Disability Reviews (CDR) ▪ Successful completion of all Redeterminations of Income Eligibility (RZ) ▪ Consultation and technical assistance to Cabinet staff on social security related matters ▪ Training on relevant disability topics | | |
| Key Achievements | <ul style="list-style-type: none"> ▪ Generates funding that can be used to offset the cost of care and maintenance; <ul style="list-style-type: none"> ○ SSI statistics for January 2020 indicate the Cabinet received approximately \$579,058 for one month, or approximately \$6,948,696 per year in SSI benefits for active committed youth; ○ RSDI statistics for January 2020 indicate the Cabinet received approximately \$304,335 for one month, or approximately \$3,652,020 per year in RSDI benefits for active committed youth; ▪ Links children and youth in foster care to the benefits they are entitled; ▪ Increased self-sufficiency for youth that age-out of foster care with SSI; ▪ Increase financial stability of families that re-unify with a child that is eligible for SSI; ▪ Minimize administrative burden and workload for case managers and CHFS staff; | | |
| PCG Staff Contacts | Jessanne Price Project Manager 509.254.2648 | | |

| | | |
|--------------------|---|--|
| Client Contact | Misty Sammons Director, Administration & Financial Mgmt CHFS Community Based Services 275 East Main Street 3W-A Frankfort, Kentucky 40621 502-564-7042, ext: 3813 Misty.Sammons@ky.gov | |
| Client | San Bernardino County, California Department of Children and Family Services (CFS) | |
| Project | Supplemental Security Income (SSI) Advocacy for Children in Foster Care | |
| Timeframe | 7/01/1993 – 9/30/2023 | |
| Budget | \$459,000 | |
| Scope | <p>The County of San Bernardino through Humans Services for the Department of Children and Family Services (CFS) has contracted with PCG to assure all children in care receive timely and accurate evaluations for potential SSI, SSA/Title II, and VA benefits.</p> <p>This program assists the County with maximizing access to federal disability benefits for its children in placement, while sustaining current federal funding streams.</p> <p>PCG provides the following services under the scope of this project:</p> <ul style="list-style-type: none"> ▪ Screening and identification of potential applicants; ▪ Collecting supporting documentation; ▪ Completion and submission of all SSA application forms; ▪ Liaise with SSA and Disability Determination Services (DDS) throughout application adjudication period; ▪ Conversion process for 18+ aged youth ageing out of foster care; ▪ Review and processing of all denied claims for potential appeal; ▪ Attendance at face-to-face hearings, as needed; ▪ Review of allowed cases for appropriate benefit amounts; ▪ Successful completion of all Continuing Disability Reviews (CDR); ▪ Consultation and technical assistance to County staff on Social Security related matters; ▪ Training on relevant disability topics. | |
| Key Achievements | <ul style="list-style-type: none"> • Reduced social worker workload by reducing administrative burden; • Generates funding that can be used to offset the cost of care and maintenance; • Dedicated on-site PCG team member works with HSA stakeholders; • Links children and youth in foster care to the benefits they are entitled; • Increased self-sufficiency for youth that age-out of foster care with SSI; • Increase financial stability of families that re-unify with a child that is eligible for SSI; • Assures compliance with California State mandates AB 1331/1633. | |
| PCG Staff Contacts | Jessanne Price Project Manager 509.254.2648 | |
| Client Contact | Lydia Bell, Contract Analyst Children & Family Services 150 South Lena Road, San Bernardino, CA 92415 P: (909) 387-2900 Lydia.Bell@hss.sbcounty.gov | |

We have included a broader list of our clients below of other SSAMS projects that provide similar services to further demonstrate the depth of our experience.

| Client | Title | Responsibilities | Time Period | Annual Budget |
|--|--|--|----------------|---------------|
| Alameda County, CA Social Services Agency | Supplemental Security Income (SSI) Benefit Procurement Program Services | <ul style="list-style-type: none"> • Provide on-site staff to perform case reviews and interview case workers • Screening and identification of potential applicants, gather documentation, follow up with other service providers for additional information • SSA has received approximately \$12 million in non-county revenues • Completed approximately 1,750 Initial Applications and Continuing Disability Reviews over the life of the contract. | 1993 – 2016 | \$95,580 |
| City and County of San Francisco, Human Services Agency | Supplemental Security Income (SSI) Advocacy Services for Children in Foster care | <ul style="list-style-type: none"> • Screening and identification of potential applicants, gather documentation, follow up with other service providers for additional information • Evaluation of other Federal Funding options including Title IV-E foster care and adoption assistance • Completion of all SSA application forms • Liaise with SSA and Disability Determination Services (DDS) throughout application adjudication period • Review and processing of all denied claims for potential appeal and attendance at any hearing. | 2008 – 2014 | \$225,000 |
| City and County of San Francisco, Human Services Agency | Rapid Support & Housing for Families | <ul style="list-style-type: none"> • Project planning and implementation • Screening and identification of potential applicants • Re-screening all program participants on an annual basis • Provide monthly, quarterly and annual reports of claim activity • Act as liaison between claimants, SSA and the DDS. | 2012 – present | \$27,000 |
| Contra Costa County, CA Employment and Human Services | Supplemental Security Income (SSI) Benefits Application & Reapplication Services for Foster Children | <ul style="list-style-type: none"> • Screening and identification of potential applicants, gather documentation, follow up with other service providers for additional information • Provide on-site staff to perform case reviews and interview case workers • Completed approximately 500 Initial Applications and Continuing Disability Reviews over the life of the contract. | 1993 – present | \$100,000 |
| Monterey County, CA Department of Social and | Supplemental Security Income Benefits Application Services for Foster Children | <ul style="list-style-type: none"> • Screening and identification of potential applicants, gather documentation, follow up with other service providers for additional information • Prioritize special needs and high priority populations such as youth approaching | 2003 – 2016 | \$72,757 |

| Client | Title | Responsibilities | Time Period | Annual Budget |
|--|--|---|----------------|---------------|
| Employment Services | | aging out of care, youth preparing for adoption or re-unification, Special Care Increment (SCI) and children in residential placements <ul style="list-style-type: none"> Evaluation of other Federal Funding options including Title IV-E foster care and adoption assistance Completion of all SSA application form. | | |
| San Mateo County, CA Children and Family Services | Supplemental Security Income (SSI) Advocacy Services for Children in Foster care | <ul style="list-style-type: none"> PCG provides SSI/SSDI advocacy services for San Mateo's TANF and General Assistance recipients PCG receives referrals by caseworkers PCG provides caseworker training | 2009 – Present | \$56,340 |
| Riverside County, CA Department of Public Social Services | Supplemental Security Income Advocacy Services for Children in Foster care | <ul style="list-style-type: none"> Screening and identification of potential applicants Rescreening all children and youth on an annual basis Triage the population to prioritize children and youth that are in the greatest need of benefits including youth preparing to age out of foster care or those preparing for adoption Evaluation of other Federal Funding options Completion and submission of all SSA application forms Follow-up with Disability Determination Services (DDS) throughout application Review and processing of all denied claims for potential appeal. | 2008 – 2013 | \$259,262 |
| Ventura County, CA Human Services Agency | Social Security Benefit Procurement Program Services | <ul style="list-style-type: none"> Screening and identification of potential applicants Rescreening all children and youth on an annual basis Triage the population to prioritize children and youth that are in the greatest need of benefits including youth preparing to age out of foster care or those preparing for adoption Evaluation of other Federal Funding options Completion and submission of all SSA application forms Follow-up with Disability Determination Services (DDS) throughout application Review and processing of all denied claims for potential appeal. | 2008 – Present | \$30,000 |
| Placer County, CA Health and Human Services Department | Supplemental Security Benefit Procurement Program | <ul style="list-style-type: none"> Screening and identification of potential applicants Rescreening all children and youth on an annual basis Triage the population to prioritize children and youth that are in the greatest need of benefits including youth | 2007 – Present | \$30,000 |

| Client | Title | Responsibilities | Time Period | Annual Budget |
|---|---|---|----------------|---------------|
| | | preparing to age out of foster care or those preparing for adoption <ul style="list-style-type: none"> Evaluation of other Federal Funding options Completion and submission of all SSA application forms Follow-up with Disability Determination Services (DDS) throughout application Review and processing of all denied claims for potential appeal. | | |
| Orange County, CA Social Services Agency | Supplemental Security Income – Client Advocacy Services | <ul style="list-style-type: none"> PCG staff co-locate at the client site and receive referrals directly PCG staff attend County outreach and engagement events throughout the County PCG Hearing Representative attends hearing with claimant before ALJ PCG staff have assisted 1038 individuals and has gotten 373 individuals approved SSI or SSDI since 2014. | 2014 – Present | \$486,000 |
| Westchester County, NY Department of Social Services | Employment Related Program Services for the Establishment of Eligibility for Social Security Benefits | <ul style="list-style-type: none"> PCG staff provided SSI/SSDI advocacy services for TANF and Foster care populations PCG Hearing Representative attends hearing with claimant before ALJ PCG provided services to a subset of the TANF population that is homeless or in temporary housing. PCG successfully enrolled 1,450 DDS customers of their TANF population. | 2003 – 2016 | \$380,000 |
| State of Illinois Department of Children and Family Services | Supplemental Security Income (SSI) Advocacy Services for Children in Foster care | <ul style="list-style-type: none"> PCG staff dedicated 11 full time staff who worked in a local PCG office and conducted onsite case reviews at DCFS offices throughout the state PCG produced over 550 allowances or continuances per year DCFS collects over \$18 million dollars in SSA benefits annually PCG Staff process all CDRs issued by SSA, including batches of 50 plus CDR's issued at one time. | 2008 – 2019 | \$974,348 |
| State of Iowa Department of Human Services | Supplemental Security Income (SSI) Advocacy Project | <ul style="list-style-type: none"> Screening and identification of potential applicants Rescreening all children and youth on an annual basis Triage the population to prioritize children and youth that are in the greatest need of benefits including youth preparing to age out of foster care or those preparing for adoption Evaluation of other Federal Funding options | 2015 – 2017 | \$397,580 |

| Client | Title | Responsibilities | Time Period | Annual Budget |
|---|---|---|----------------|---------------|
| | | <ul style="list-style-type: none"> • Completion and submission of all SSA application forms • Follow-up with Disability Determination Services (DDS) throughout application • Review and processing of all denied claims for potential appeal. | | |
| State of Alaska Department of Health and Social Services | Supplemental Security Income (SSI) and Retirements Survivor's Disability Insurance (RSDI) Project | <ul style="list-style-type: none"> • Screening and identification of potential applicants • Rescreening all children and youth on an annual basis • Triage the population to prioritize children and youth that are in the greatest need of benefits including youth preparing to age out of foster care or those preparing for adoption • Evaluation of other Federal Funding options • Completion and submission of all SSA application forms • Follow-up with Disability Determination Services (DDS) throughout application • Review and processing of all denied claims for potential appeal. • Consultation and technical assistance to OCS staff on social security related matters. | 2016 – Present | \$110,000 |

i. Summary of bidder’s proposed personnel/management approach

As with all of our engagements, we use our Project Control Methodology to make sure that the appropriate level of attention is given to this project and its many tasks, and that the quality of our team’s performance meets the highest standards.

Our Project Control Methodology (*figure 4*) helps us meet all contract requirements to make sure all criteria is met by providing us with a framework to acknowledge and implement any corrective action steps stemming from any internal and external audit findings. Our methodology has proven successful on numerous large-scale engagements similar to this scope.

We base our project control methodology upon the following key aspects:



Figure 4: PCG's Project Control Methodology is thorough and responsive. Our Project Control Methodology helps us meet all contract requirements by providing us with a framework to acknowledge and implement any corrective actions steps stemming from any internal and external audit findings.

- ✓ **Top Management Involvement** including regular input and supervision from managers and supervisors. Our team is subject to frequent and rigorous internal reviews by the program manager, project manager, team leads, operations staff members and technical advisor(s).
 - ✓ **Thorough Overall Project Planning** involves the use of the detailed work plans that specify analysis, resource, and task assignments. The project work plan details the milestones and requirements of this contract and attaches timeframes to each task. The detailed work plan is a living document that will be subject to ongoing revision as circumstances dictate.
 - ✓ **Communication Plan** involves creating in writing the roles and responsibilities of each key project team member and identifying point of contacts between PCG and our clients.
 - ✓ **Comprehensive Project Activity and Task Scheduling** involves the use of project timetables that specify detailed task schedules. The finalized project schedule is communicated to all stakeholders and used as a guide for continuous progress evaluation. Clients are kept fully informed of activity progress.
 - ✓ **Quality Assurance** involves independent reviews of project progress and results by expert technical advisors. Our quality assurance procedures are designed to make sure that actual project performance exceeds that of anticipated project performance in terms of time, cost, and deliverables.
 - **Perform Staff Quality Reviews:** The SSAMS Quarterly Connection Evaluation (QCE) is a tool used by operational management to evaluate staff performance from both a quantitative and qualitative perspective. The QCE tool is used on a monthly and quarterly basis for all operational employees and ties directly back to staff performance and year-end bonus evaluations. The QCE consists of both quality and quantity measurements:
 - **Quality** is a subjective review of the work a team member performs on a case.
 - **Quantity** is driven by the monthly goals established for a team member's position.
- We use four performance types to evaluate quality: 1) completeness, 2) validity 3) notes and 4) documentation.
- ✓ **Ongoing Project Management and Control** includes the monitoring of work performance by task, monthly written/oral status reports and automated tracking. We use experienced team members through the implementation process as part of our efforts to maintain tight project control. We also make use of specific internal control tools and proprietary automated project control mechanisms.
 - **Comprehensive Employee Training, Cross-Training, and Supervision** is the cornerstone of our ability to implement complex engagements with an operational focus. We make sure that project team staff are completely trained and provided with qualified supervision and direction.
 - **Clear, Concise Standard Operating Procedures** are currently in place for all PCG operations projects. These standard procedures will be customized for this engagement.
 - **Data Confidentiality and Security Procedures** are paramount to us due to the nature of our work with public sector clients and the sensitivity of the data involved in performing complex revenue generation initiatives.

The PCG Project Team for this proposal leverages the staff and experience of our SSAMS Team, which is made up of members who are considered leading experts in SSA's Disability rules and regulations

regarding SSI/SSA Title II applications. PCG’s proposed staff for this project has vast experience working with SSA, DDS and OHO as well as child welfare agencies throughout the country. **All staff are currently hired and available to provide services immediately upon project award.**

PCG is also a premier management consulting firm focused on health and human service programs serving low-income populations in all 50 states, as well as internationally in Canada, the United Kingdom and Poland. In addition to our 30 years of disability determination experience, we have a parallel 30+ years’ worth of experience providing state and local governments with assistance in achieving their performance goals of increasing program revenue, controlling costs, and improving compliance with state and federal regulations.

The Project Team for this engagement with reporting relationships is shown below in *figure 5*– project team chart.

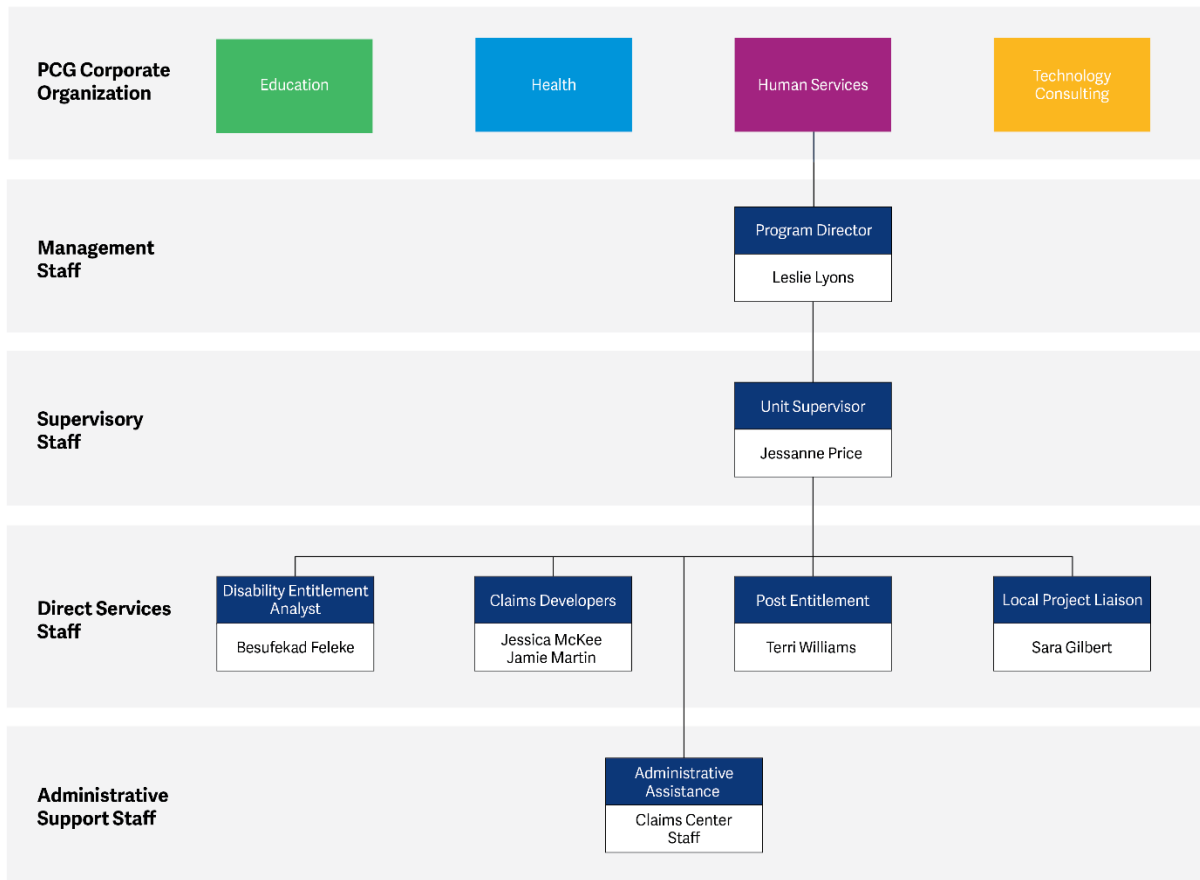


Figure 5. PCG’s Primary Project Contacts are Experts in SSA/SSI Advocacy. We are committed to providing the trained expert staff necessary to assure the success of this project as evidenced in the summaries and resumes of key staff that follow.

In the matrix below we provide the project teams roles and responsibilities for this project to help you visualize how our team will process the work.

| DHHS Social Security Disability and Non-Medical Services – PCG Team’s Roles & Responsibilities | | |
|---|---|---|
| Name | Project Title | Roles & Responsibilities for this Project |
| Leslie Lyons | SSAMS Program Manager & Engagement Manager for this project | <ul style="list-style-type: none"> • Provides oversight to successful implementation • Provides oversight of meeting project objectives • Assure resources are available • Contract activities |
| Jessanne Price | Unit Supervisor & Project Manager for this project | <ul style="list-style-type: none"> • Oversees day to day activities • Assures contract objectives and due dates are met • Supervises project staff • Quality Control management • Liaison with SSA/DDS • Reporting & Invoicing |
| Besu Feleke | Disability Entitlement Analyst (DEA) | <ul style="list-style-type: none"> • Coordinates on-site reviews • Receives disability referrals • Conducts on-site reviews • Initiates disability claims • Gathers medical evidence • Conducts case worker trainings |
| Jessica McKee | Claims Developer | <ul style="list-style-type: none"> • Develops new claims and files with SSA • Gathers supporting documentation • Works w/ cases workers & foster parents as necessary • Develops and files disability reviews • Monitors pending cases at SSA/DDS • Reviews and files appeals |
| Jamie Martin | Claims Developer | <ul style="list-style-type: none"> • Develops new claims and files with SSA • Gathers supporting documentation • Works w/ cases workers & foster parents as necessary • Develops and files disability reviews • Monitors pending cases at SSA/DDS • Reviews and files appeals |
| Terri Williams | Post Entitlement Specialist | <ul style="list-style-type: none"> • Process and files all Change of Payees • Process and files all non-medical reviews • Assure proper benefit payment and payee status • Process and files SSA RSDI claims with SSA • Liaison with SSA for day to day case needs |
| Sara Gilbert | Local Project Liaison | <ul style="list-style-type: none"> • Supports project at local level when needed • Assist with on-site reviews • Conducts case worker trainings |
| Claims Center Staff | Administrative Assistances | <ul style="list-style-type: none"> • Provides general administrative support to project staff • Assist with overflow of work activities when necessary |



Leslie Lyons
 Program Director,
 Public Consulting Group,
 PCG

RELEVANT PROJECT EXPERIENCE

Leslie Lyons is the Program Director of PCG’s nationwide Social Security Advocacy Management Services SSAMS™ and has been in the leadership role since January of 2008. Her in-depth knowledge of the Social Security disability program and how it relates to Medicaid, Medicare, healthcare plans and our public sector clients began in 1998. Leslie’s role includes overseeing and directing the operations of the SSAMS program to assure that client goals and objectives are met. Leslie’s expertise includes operational excellence with a focus on innovative IT solutions, data analytics and leadership training that assures PCG clients receive effective and successful outcomes. Leslie has an extensive background with leading projects and project teams, including implementation of new projects.

Contract work has included:

- Count of Alameda, CA
- County of Contra Costa, CA
- County of Monterey, CA
- County of Orange, CA
- County of San Bernardino, CA
- County of San Francisco, CA
- County of San Mateo, CA
- County of Clark, NV
- New York City, NY
- County of Westchester, NY
- County of Milwaukee, WI
- State of Connecticut
- State of Kentucky
- State of Illinois
- State of Iowa
- United Auto Workers Medical Benefits Trust

Roles & Responsibilities: Leslie is responsible for providing oversight SSAMS projects and their Project Managers to provide leadership and communicate the goals and mission of the SSAMS program. Leslie assures that SSAMS projects are well implemented and that contract goals and objectives are met, as well as ensuring each project has the necessary resources. She is responsible for hiring of key staff and provides oversight of the SSAMS training programs for both for new hire and for continuing education of PCG staff. Leslie assures continued development of operational excellence initiatives that promote efficiencies, IT advancements and high successful outcomes for our clients. Leslie has been instrumental in leading the initiative of integrating data analytics into our identification and enrollment services that sets PCG apart from our competitors, especially for serving large populations.

State of Connecticut, Office of the State Comptroller

PCG provides Social Security Disability Insurance and Medicare enrollment services for the State of Connecticut’s pension and health plan members.

- Program management
- Facilitates data analytics

Orange County Social Services Agency (SSA)

PCG provides Orange County CalWORKs and General Relief clients with Social Security Disability Advocacy services to assure all eligible individuals receive SSI/SSDI. Leslie's role on this project include;

- Project implementation management
- Oversight of Project Manager

United Auto Workers Medical Benefits Trust

PCG provides SSDI advocacy services for disabled UAW retirees to assist them in obtaining SSDI benefits and Medicare health coverage prior to the age of 65. Leslie's role in the project include;

- Program management
- Facilitates data analytics

City of New York Administration for Children's Services. (ACS)

PCG is the vendor for ACS to maximize the receipt of Social Security Administration (SSA) disability benefits for eligible foster care youth. Leslie role include;

- Contract compliance and management
- Program management oversight
- Recruitment

Commonwealth of Kentucky Cabinet for Health and Family Services Department for Community Based Services (CHFS DCBS)

Leslie has worked on the State of Kentucky SSI project since 1998. PCG provides SSI advocacy service for youth in foster care. Leslie role include;

- Project management oversight
- Recruitment
- Contract compliance

Illinois Department of Children & Family Services (DCFS)

PCG served as the vendor for DCFS SSI advocacy services for children in foster care. PCG identifies and files SSI application for disabled youth. Leslie's role included;

- Implementation management
- Project oversight
- Manage project manager
- Recruitment

EDUCATION

Lewis Clark State College

Bachelor's in Business Management

Cornell University

ILR Employment and Disability Institute

Certificate in Benefits and Work Incentives Planning and Assistance

REFERENCES

Beth Nitzberg, Director
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Lydia L. Bell, Contract Analyst
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Fax: 909-387-2900
Lydia.Bell@hss.sbcounty.gov



Jessanne Price
SSAMS Unit Supervisor
Public Consulting Group,
PCG

RELEVANT PROJECT EXPERIENCE

Ms. Price is a Unit Supervisor. She provides leadership and supervision to a team dedicated to providing Social Security Insurance (SSI) Screening and Application Services for children committed to the care and custody of the County and State Foster Care Agencies.

Ms. Price has over 15 years of leadership experience working in a variety of administrative roles. Ms. Price joined our team in April 2014, as a Team Lead in our Public Assistance Program Unit, dedicated to providing services to low income and disabled individuals who are applying for Supplemental Security Income (SSI) and/or Social Security Disability Insurance (SSDI).

Ms. Price currently serves as a Unit Supervisor over our accounts with Alaska, California (5 counties), Kentucky and New York, serving youth in Foster Care. Ms. Price and her staff focus their efforts on assisting our clients from the benefit application process, through initial and reconsideration stages of adjudication.

Roles and Responsibilities: Ms. Price provides direct oversight and supervision to claims processing staff. She provides oversight to the overall development and quality of each claim assigned to the team. Ms. Price manages and oversees project goals, staff goals, and caseload goals, and is responsible for report to both the Operations Manager, as well as clients.

Ms. Price coordinates PCG's relations with the county/state staff member(s) assigned to provide client referral lists and schedule case file reviews. She directs PCG staff as they address specific issues that arise with Social Security Administration (SSA) or Disability Determination Services (DDS) during the contract period to resolve any problems with specific applications or changes made in the Laws and Regulations and Social Security's program instructions for administering the SSI/SSDI programs.

Contract work has included: SSI/SSDI projects including:

- State of Alaska OCS
- State of New York ACS
- State of New York (Westchester County)
- State of Kentucky CHFS
- State of California (7 counties)
- UAW Medical Benefits Trust

PROFESSIONAL BACKGROUND

Ms. Price's prior career experience included Administrative Management, Fiscal Analysis, and retail management.

EDUCATION

University of Idaho
Bachelor's Degree in Psychology

Washington State University

- Research Administration Certification
- Budget Certification

REFERENCES

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Shannon Sexton- Biddinger
Project Assistant
Office of Children's Services
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Juneau, Alaska 99811
P) 907-465-8420
F) 907-465-3397



Besu Feleke
*Disability Entitlement
Analyst (DEA)*
Public Consulting Group,
PCG

RELEVANT PROJECT EXPERIENCE

Besu Feleke has been with PCG for over four years performing a variety of tasks within the Social Security Advocacy Management Services - SSAMS™ team. Besu has held multiple positions including case developer/intake specialist and now DEA/Project Manager.

Roles and Responsibilities: As a DEA/Project Manager, Besu focuses on maintaining constant communication with clients, social workers and the Social Security Administration. When analyzing a foster child's case file, he looks at medical documents (mental and physical health reports), Individualized Educational Plan (IEP), income and funding requirements, social worker reports, educational reports and health and wellness summaries to determine the child's level of functioning. As a project manager Besu works closely with upper management to ensure they planning and direction of each project is on schedule. He focuses on building client relationships, planning and execution of tasks, providing training and monthly progress reports to clients, organizing and scheduling SSI reviews and planning logistics while keeping regular communication with clients and staff.

State of California: San Diego Health and Human Services Agency

San Diego CalWORK's Welfare-to-Work/Refugee Employment services and Stage 1 Child Care Payment Service in San Diego. As part of the transition and implementation team, I assisted with:

- Project implementation and expansion
- Recruiting efforts
- Payment Processing and upload

State of California: Contra Costa county Social Services

Project Manager/Disability Entitlement Analyst

Foster care youth SSI application project: I am responsible for providing monthly client status reports, conducting fiscal year client status updates, client relationship management. Also, analyzing RFP/RFI, extensions and due dates, scheduling and performing onsite SSI reviews, facilitating online referrals, serving as a liaison between PCG and clients, provide onsite and online social worker and social worker manager trainings and perform data analysis to achieve contract and organizational objectives.

State of California: San Mateo County Human Services

Project Manager/Disability Entitlement Analyst

Foster care youth SSI application project: I am responsible for providing monthly client status reports, conducting fiscal year client status updates, client relationship management. Also, analyzing RFP/RFI, extensions and due dates, scheduling and performing onsite SSI reviews, facilitating online referrals, serving as a liaison between PCG and clients, provide onsite and online social worker and social worker manager trainings and perform data analysis to achieve contract and organizational objectives.

State of California: Ventura County Human services

Project Manager/Disability Entitlement Analyst

Foster care youth SSI application project: I am responsible for providing monthly client status reports, conducting fiscal year client status updates, client relationship management. Also, analyzing RFP/RFI, extensions and due dates, scheduling and performing onsite SSI reviews, facilitating online referrals, serving as a liaison between PCG and clients, provide onsite and online social worker and social worker manager trainings and perform data analysis to achieve contract and organizational objectives.

State of California: Placer County Human services
Project Manager/Disability Entitlement Analyst

Foster care youth SSI application project: I am responsible for providing monthly client status reports, conducting fiscal year client status updates, client relationship management. Also, analyzing RFP/RFI, extensions and due dates, scheduling and performing onsite SSI reviews, facilitating online referrals, serving as a liaison between PCG and clients, provide onsite and online social worker and social worker manager trainings and perform data analysis to achieve contract and organizational objectives.

State of California: Orange County Social Services Agency
Acting Project Manager

SSI/SSP/SSDI Client Advocacy Program: I was responsible for providing project and client relationship management. In this project I was able to attend high-level onsite client status meetings, provide biweekly status updates to leadership team, perform monthly onsite visits and perform initial intake with clients, my task also included: provide training to social workers and social worker managers.

State of Kentucky: Kentucky Cabinet for Health and Family Services
Disability Entitlement Analyst:

Foster care youth SSI application project: served as a disability entitlement analyst: in this role I was responsible for scheduling and performing onsite SSI medical and technical eligibility reviews, training social workers and their management team, attended high level client status meetings, served as a liaison between PCG and our client.

State of Rhode Island: Rhode Island department of children & youth
Disability Entitlement Analyst

Foster care youth SSI application project: served as a disability entitlement analyst: in this role I was responsible for scheduling and performing onsite SSI medical and technical eligibility reviews, training social workers and their management team, attended high level client status meetings, served as a liaison between PCG and client while performing data analysis to achieve contract and organizational objectives.

State of California: Alameda County Social Services
Disability Entitlement Analyst

Foster care youth SSI application project: I am responsible for providing monthly client status reports, conducting fiscal year client status updates, client relationship management. Also, analyzing RFP/RFI, extensions and due dates, scheduling and performing onsite SSI reviews, facilitating online referrals, serving as a liaison between PCG and clients, provide

onsite and online social worker and social worker manager trainings and perform data analysis to achieve contract and organizational objectives.

United Auto Workers: Retirees SSI development project

Case Developer /Date Intake Specialist

Served as case developer and intake specialist for United Auto Worker retirees adult SSI project. The project included: Consulting retirees from GM, Ford, Chrysler and Caterpillar regarding Social Security Disability and Medicare while, completing intake over the phone, facilitating email referrals and completing follow ups.

Education

Western Governors University

Completed first year MBA courses

Lewis Clark State College

Bachelor of Science in Management with Minor in Marketing 2013

Lewis Clark State College

Associates of Science in Business Administration, 2011

Certificate/training

Department of The Treasury: IRS Voluntary program (VITA2013)

REFERENCES

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Michele Tom, Human Services Manager II
San Mateo County, Human Services Agency, Children & Family Services
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Fax: (650) 877-5647
Email: MXTom@smcgov.org



Terri Williams

Post Entitlement Specialist
Public Consulting Group,
PCG

RELEVANT PROJECT EXPERIENCE

Ms. Williams has over 18 years of experience working with PCG's Social Security Advocacy Management Services or SSAMS™ team. As a Post Entitlement Specialist, she assists disabled child in foster care assure they receive the proper payments when allowed benefits under Social Security's Supplemental Security Income (SSI) and Retirement, Survivor's Disability Insurance (RSDI) programs. She works closely with social workers and foster care parents in the development and documentation of foster care children's claims. Terri works with eligibility staff and the SSA to assure that each child receives the maximum amount of benefits to which they are entitled.

Roles & Responsibilities: Ms. Williams works very closely with social workers and case managers to gather information and documentation required to file RSDI claims and conduct SSI Pre-effectuation Review Contacts (PERC). It is her responsibility to identify what forms and documentation is required by SSA. She has vast knowledge and understanding of SSA's financial eligibility criteria and how it interacts with other funding sources such as child support, Title IV-E foster care and Emergency Assistance payments. She provides follow-up with social workers, case managers and SSA claims representatives, acting as a liaison to assure proper payments are made.

In addition, Ms. Williams has assisted PCG conduct comprehensive benefit audits of an entire foster care population to identify and maximize the child's and the state/county's access to federal funding. This work includes accessing the SDX and BENDX systems, as well as SACWIS/case management systems to compare things such as current payee, cases in suspense, deceased/disabled parents and payment offsets. Terri's knowledge of SSA rules regarding In-Kind Support & Maintenance (ISM) charges, individual state supplement rules and the relation to foster care placement is a valuable resource to any project. Her contract work from 2001 – present has included:

- County of Alameda, CA
- County of Contra Costa, CA
- County of Riverside, CA
- County of San Bernardino, CA
- County of Monterey, CA
- County of Ventura, CA
- Clark County, NV
- State of Kentucky
- State of Illinois
- State of New York (3 Counties)
- Placer County, CA

PROFESSIONAL BACKGROUND

Ms. Williams' career prior to PCG included retail and food sales.

EDUCATION

Valley Business College, Lewiston, ID

- Business Administration

REFERENCES

Ruthie Trent
The Social Security Administration
149 Flynn Avenue
Frankfort Ky, 40601
Ruth.Trent@ssa.gov
866-964-1724

Jennifer L Blair
Child Welfare Fiscal Services Branch
3649 Wathens Crossing
Owensboro KY 42301
Phone: 270-687-7047ext 2716
Jennifer.Blair@ky.gov

Jackie Compos
The Social Security Administration
605 N. Arrowhead Ave
San Bernardino, Ca
Jackie.Campos@ssa.gov
866-964-0991



Sara Gilbert
 Consultant
 Public Consulting Group,
 PCG

RELEVANT PROJECT EXPERIENCE

Sara Gilbert is a Consultant with PCG. Sara has broad knowledge of child welfare which began with her work within the State of Nebraska, Division of Children and Family Services as a case manager. Her work specialized in juveniles who faced mental health challenges, substance abuse addictions and law violations, to supervising case management staff as well as overseeing the statewide registry request process with efforts to streamline and enhance efficiency. Sara has worked with children, families, community stakeholders, judges and attorneys to address adjudications to increase permanency.

Roles & Responsibilities: Sara has contributed to PCG’s Social Security Advocacy Management Services SSAMS™ since 2018. SSAMS is a product line that provides Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI) advocacy services nationwide to public sector clients including child welfare agencies and adult services agencies. In her role, Sara communicates regularly with the Social Security Administration (SSA) and state Disability Determination Services (DDS) staff to provide status updates, assist with the collection of missing evidence and confirmation of Consultative Exams (CE). Sara also supports the development of pending applications and provides customer support to the individuals we represent.

State of Connecticut – Social Security Advocacy Management Services

Social Security Disability Advocacy Services and Medicare Enrollment
 Contributed to PCG’s Social Security Advocacy Management Services SSAMS™ since 2018. SSAMS is a product line that provides Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI) advocacy services nationwide to public sector clients including child welfare agencies and adult services agencies. Provide ongoing communication with the Social Security Administration (SSA) and state Disability Determination Services (DDS) staff to provide status updates, assist with the collection of missing evidence and confirmation of Consultative Exams (CE). Supports the development of pending applications and provides customer support to the individuals applying for disability claims.

California – Health and Human Services

San Diego County CalWORKS Operational Services
 Provide support to Employment Training Advisor staff by reviewing case documentation, plan participation and authorizing economic support payments.

Florida – Department of Children and Families

Title IV-E Assessment and Audit
 Performed an assessment of current Title IV-E eligibility policies and practices and performing quality assurance on identified eligible and ineligible IV-E cases. Lead a team of 3 consultants in performing assessments and Title IV-E Case Reviews across 3 CBCs within the state of Florida.

South Dakota – Department of Social ServicesVictim Services Program Monitoring

Conducted site visits for agencies within the western region of South Dakota who applied for and receive Victim of Crime Act (VOCA) grant dollars. Reviewed fiscal and programmatic source documentation to ensure spending of grant dollars aligns with federal VOCA guidelines. Developed compliance reports including findings and recommendations as a result of reviews. Provided technical assistance as needed to ensure proper spending of grant funds.

West Virginia – Department of Human ServicesIntegrated Eligibility Solution Training Curriculum

Attended configuration sessions to gain an understanding of needs for a streamlined statewide IT system which would encompass all social programs provided by DHS. Developed training curriculum for; child support, social services, presumptive eligibility and other programs to be delivered as the IT system testing is completed and units are ready to go live.

Kansas – Department of Children and FamiliesTraining, Technical Assistance and Evaluation

Project Support for ongoing training, technical assistance and evaluation. PCG provides support in the areas of; implementation, strategic change and evaluation necessary for the project's success and sustainability.

Missouri – Department of Social ServicesTitle IV-E File Audits

Conducted file audits on Title IV-E eligibility case files and completed a system review to determine accuracy of original/previous determinations and possibly increase the number of eligible individual.

Programmatic and Fiscal Reviews of VOCA grant recipients

Conducted site visits for agencies within Missouri who applied for and receive VOCA grant dollars. Reviewed fiscal and programmatic source documentation to ensure spending of grant dollars aligns with federal VOCA guidelines. Developed compliance reports including findings and recommendations as a result of reviews.

Indiana – Bureau of Developmental Disabilities ServicesStaff Development Services

The Indiana Family and Social Services Administration (FSSA), Division of Disability and Rehabilitative Services, Bureau of Developmental Disabilities Services has contracted with PCG for the following; organize the annual training conferences, develop and distribute online core training curriculum, create, distribute and compile the data of a staff training needs assessment, as well as support of a central access point for training modules.

Oklahoma – Department of Human ServicesHCBS Review for Development Disabilities Services (DDS) and Child Welfare Services

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

RELEVANT EXPERIENCE

Nebraska Department of Health and Human Services

Program Specialist

Served as a manager over adult and child abuse registry requests. Conducted program evaluation, analyzed data, and reviewed current functions of the states SACWIS system to identify ways to streamline the request process to expedite accurate results. Ms. Gilbert supervised a staff of six, which included reviewing, evaluating efficiency and results of requests processed. Served as a committee member for implementation of Results Based Accountability as part of Nebraska's IV-E Waiver team. Provided oversight for statewide service providers; specifically, in contract development and definition development of services. Analyzed data related to outcome measures to ensure compliance with Federal guidelines and policies for several programs including foster care, adoption, and Title IV-E waiver services.

EDUCATION

Wayne State College

Bachelor of Science in Criminal Justice

REFERENCES

Laura Polk, COMPASS Program Manager
Virginia Department of Social Services
801 East Main Street, Richmond VA 23219
(804) 726-7271

Nancy Kirton, FFN Business Support Team Manager
Revmax and FFN Records
Families First Network of Lakeview
1201 W. Lakeview Avenue
Pensacola, FL 32501
(850) 437-8889

Tony Green, Interim Director
Developmental Disabilities
Nebraska Department of Health and Human Services
301 Centennial Mall South,
Lincoln, Nebraska 68509
(402) 471-7909



Jamie Martin
SSAMS Child Welfare
Senior Case Developer
Public Consulting Group,
PCG

RELEVANT PROJECT EXPERIENCE

Jamie's background is in working with State and Government agencies across multiple grants and contracts. Her career as a Quality Improvement Specialist with Public Health Idaho North Central District has given her Leadership abilities to operate high level caseloads, meet deadlines and exceed goals. Ms. Martin started as a Developer for PCG in 2017 and works with the New York, San Bernardino and Kentucky contracts evaluating and researching children that are available to qualify for Social Security Disability Benefits. Prior to a disability Application being filed with SSA the developer works closely with foster parents, social workers, and other agencies to increase the probability of a successful application and obtaining and maintaining all relevant medical and vocational evidence in support of the claim.

Contract Work has included

- San Bernardino County Children and Family Services
- New York Administration for Children Services
- Kentucky Cabinet for Health and Family Services
- Washington Department of Early Learning
- Massachusetts Department of Early Education

PROFESSIONAL BACKGROUND

Jamie's Career prior to working with PCG included Performance Management Specialist, Quality Improvement, Marketing and Branding, Dashboard Data Research and Customer Service.

EDUCATION

Lewis Clark State College

*Associates in Business Administration
Human Resource Management*

Professional Certification

SSI/SSDI Outreach Access and Recovery (SOAR) Training

REFERENCE

Jamie has extensive interactions with case workers and foster parents but does not interact with our client's project management teams, therefore their references are internal to PCG.

Jessanne Price
SSAMS Unit Supervisor
200 Fair Street
Clarkston WA 99403
Phone: 800-805-8329 ext. 2648
publicconsultinggroup.com

Dede Tobin
SSAMS CWPU Supervisor
200 Fair Street
Clarkston WA 99403
800-786-9024 Ext. 2621
publicconsultinggroup.com

Brandy Lookabill
SSAMS Unit Team Lead
Clarkston WA 99403
200 Fair Street
publicconsultinggroup.com
Phone: 800-805-8329 ext. 2672



Jessica McKee
Claims Developer
Public Consulting Group,
PCG

RELEVANT PROJECT EXPERIENCE

Ms. McKee is a Claims Developer and works in the Child Welfare Programs Unit (CWPU) assisting disabled children in foster care with applying for Supplemental Security Income (SSI) benefits. She requests and reviews all relevant medical history and documentation, gathers all claim forms and signatures and works closely with Social Security to assure they have accurate information.

Ms. McKee began working at Public Consulting Group in 2001 as a Claims Assistant. She was promoted to a Title II Claims Developer in September 2012 for our State of Illinois contract and the Lead Claims Developer position in January 2013 for our Clark County Nevada contract. As a claims developer she works closely with social workers, foster parents and the Social Security Administration. Her focus is on securing benefits at the initial application level, and when applicable supporting applications and claimants through the appeal level.

Roles and Responsibilities: Ms. McKee is responsible for the development of Supplemental Security Income benefit applications for state, county and city foster care entities contracted with Public Consulting Group. This is accomplished by verifying and establishing all medical, financial, legal and citizenship eligibility documents.

PCG Project Work Includes:

- State of New York
- State of Illinois
- State of Kentucky
- State of California (8 counties)
- Clark County, Nevada

PROFESSIONAL BACKGROUND

Planned Parenthood of Greater Washington & N. Idaho (2010-2011)

Ms. McKee worked directly with the underserved and low-income population in our region and helped them obtain the healthcare services they needed. She assisted in the completion of Department of Social and Health Services program applications for clients with no insurance and little to no income. Her other duties included medical claims coding, patient billing, and supply ordering.

Regence BlueShield of Idaho (2006-2009)

Ms. McKee served as a liaison between customers, providers and internal team members. She was solely responsible for reconciling all deposits made into the business account and assisted in auditing claims for quality and accuracy. In addition, she headed a committee to implement a paperless processing system into daily business functions.

EDUCATION/CERTIFICATIONS

Walla Walla Community College

- Associates Degree courses

REFERENCES

Jessica has extensive interactions with case workers and foster parents but does not interact with our client's project management teams, therefore their references are internal to PCG.

Jessanne Price, Unit Supervisor
200 Fair Street
Clarkston WA 99403
Phone: 800-805-8329 ext. 2648 tel
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Dede Tobin, Supervisor
SSAMS CWPU
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Brandy Lookabill, Team Lead
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200 Fair Street
Clarkston WA 99403
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j. Subcontractors

PCG does not plan to utilize subcontractors for this engagement.



Part 2 – Technical Approach

TECHNICAL APPROACH

a. Project Overview

Nebraska Revised State Statute 43-907 states: "Unless a guardian shall have been appointed by a court of competent jurisdiction, the Department of Health and Human Services shall take custody of and exercise general control over assets owned by children under the charge of the department." This includes Social Security income (SSA) and Supplemental Security Income (SSI) received by Nebraska State Wards. This statute does not apply to Tribal Wards.

When a child is placed in the legal custody of the Nebraska Department of Health and Human Services (DHHS), by court order, and the child is removed from the home of parent(s) or specified relative, DHHS may need to submit an application for benefits on behalf of the State Ward in order to provide appropriate care for the child. Submitting an application is necessary in order to determine if the child is eligible for Social Security Disability (SSA) based on parental disability, or Social Security Survivors benefits (SSA) based on parental death, or Supplemental Security Income (SSI) based on child's disability.

The State of Nebraska, Department of Health and Human Services (DHHS), Division of Children and Family Services, is issuing an RFP to contract for the following services:

1. Provide complete and accurate applications within thirty (30) calendar days to the Social Security Administration on behalf of Out-of-Home DHHS wards to determine eligibility for Title II (SSA) and Title XVI Supplemental Security Income (SSI) benefits, when a qualifying SSI condition exists.
2. Applying for SSA benefits for DHHS wards whose parents currently receive SSA benefits, including DHHS wards who are eligible to transition from an SSI child determination to an SSI adult determination.
3. Submit applications to the Social Security Administration for DHHS to become the representative payee of DHHS wards.

The Contractor will provide the maximum participation of Out-of-Home placed DHHS wards receiving SSA and SSI when the DHHS ward is eligible for benefits.

PCG has served state and local governments for over three decades, assisting our clients in achieving their program goals by increasing federal program revenue, realizing cost-avoidance by switching state benefits to federal benefits, improving outcomes for individuals, and improving compliance with state and federal regulations. By selecting PCG, the State of Nebraska, Department of Health and Human Services (DHHS), Division of Children and Family Services gains a vendor with significant experience and knowledge with SSA/SSI advocacy specifically on behalf of child welfare agencies. Throughout section V. Project Description and Scope of Work and section VI. Corporate Overview of the RFP we will provide an overview of our knowledge, processes and expertise as national leaders in SSA/SSI advocacy.

PCG understands that DHHS is issuing this RFP for the following services.

1. Provide complete and accurate applications within thirty (30) calendar days to the Social Security Administration on behalf of Out-of-Home DHHS wards to determine eligibility for Title II (SSA) and Title XVI Supplemental Security Income (SSI) benefits, when a qualifying SSI condition exists.
2. Apply for SSA benefits for DHHS wards whose parents currently receive SSA benefits including DHHS wards who are eligible to transition from an SSI child determination to an SSI Adult determination.
3. Submit applications to the Social Security Administration for DHHS to become the representative payee of DHHS wards. In addition to fully understanding and being prepared to provide these services PCG will also provide the maximum participation of Out-of-Home placed DHHS wards receiving SSA and SSI when the DHHS ward is eligible for benefits.

PCG is qualified to meet all these objectives and commits to doing so. We will outline our approach to providing each of these services in the sections below.

b. Project environment

As of June 2019, the total number of Out-of-Home DHHS wards who may be eligible for SSA/SSI benefits was 3,083. Over the past three (3) years, the average number of new SSA applications per year was 15. The average number of new SSI applications per year was 20. The average number of payee change applications, which includes new SSA and SSI applications was 295. These numbers include only referrals that DHHS has made to the current Contractor. The number of SSA and SSI applications per year may increase due to an expanded number of eligible SDHHS wards as outlined in the Scope of Work below.

The Contractor must follow all applicable laws and policies regarding applications for SSI and SSA benefits, including but not limited to the Social Security Act Title II, Section 206 and 1111, Neb. Rev. Stat. § 43-907, 479 NAC 2-002.08A, and current DHHS policy, found in Attachment A – Current Guardian Trust Account Policy

PCG is aware that the number of SSA and SSI applications will likely grow significantly given the size of the population and has the full capacity to perform the work as outlines in the Scope of Work.

We understand the requirement to follow all applicable laws and policies regarding applications for SSI and SSA benefits, including but not limited to the Social Security Act Title II, Section 206 and 1111 which describes the rules and regulations of representation of claimants, Neb. Rev. Stat. § 43-907 law related to assets, custody; records; expenditures; investment of children in custody, 479 NAC 2-002.08A requirements for maintenance payments for department wards, and current DHHS policy, found in Attachment A – Current Guardian Trust Account Policy.

As partners to many public sector agencies PCG staff make it a priority to understand in detail up to date state and federal laws that govern our clients and impact the contracts we serve. For SSA/SSI advocacy we share our knowledge by tracking the latest updates on SSA’s rules, regulations, policies and procedures and will provide these updates regularly to DHHS.

Our staff are members of trade organizations including the National Organization of Social Security Claimant Representatives (NOSSCR) and the National Association of Claimant Representatives (NADR) and attends trainings regularly from these industries work groups. They also attend SSA sponsored webinars and trade group conferences in order to stay at the leading edge of any changes regarding SSA programs as well as our role as representative for our clients. We will share all relevant knowledge with the DHHS and are available to provide trainings to DHHS staff as requested.

One way in which we have found to share this information with county staff is through distribution of our SSAMSTM News quarterly e-newsletter. We have included a representation of this newsletter here in figure 6.



Figure 6. SSAMSTM News quarterly e-newsletter. The e-newsletter is a source for training, contact the experts and more.

c. Project requirements

The Contractor must provide all supplies and equipment throughout the term of the contract including, but not limited to: transportation, workspace, cell phone, computer, email, internet, etc.

PCG will provide all supplies and equipment throughout the term of the contract including, but not limited to transportation, workspace, cell phone, computer, email, internet, etc.

d. Scope of work

(1) The Contractor will accept all referrals of DHHS wards who are in Out-of-Home placement who are receiving SSA or SSI benefits and will complete the following within 30 days after receipt of the DHHS Wards in Out-of-Home Care Report:

- a. The Contractor will identify all DHHS wards who are potentially eligible for SSA and SSI benefits. Contractor will apply for SSA or SSI benefits on behalf of 100% of those children.
- b. The Contractor will gather all necessary medical reports, financial information, and other documentation needed to submit a complete and accurate application for SSA or SSI.
- c. DHHS will review the notification and determine within ten (10) business days if the Contractor should proceed with an application for any DHHS ward.

PCG accepts and commits to the described conditions that we will accept all referrals of DHHS wards who are in Out-of-Home placement who are receiving SSA or SSI benefits and will complete the required steps within 30 days after receipt of the DHHS Wards in Out-of-Home Care Report.

- ✓ PCG will identify all DHHS wards who are potentially eligible for SSA and SSI benefits. Contractor will apply for SSA or SSI benefits on behalf of 100% of those children.
- ✓ PCG will gather all necessary medical reports, financial information, and other documentation needed to submit a complete and accurate application for SSA or SSI.
- ✓ PCG will consult with DHHS within ten (10) business days regarding whether we should proceed with an application for any DHHS ward.

We've learned that to successfully managing an SSA/SSI advocacy program requires good record keeping and the ability to manage processing times and due dates. We apply innovative technology tools and continuous improvement to our program demonstrated by our development of our automated case management system called SSAMS™, which stands for Social Security Advocacy Management Services. Designed internally by our team who has provided these services for child welfare agencies for over 30 years, SSAMS is a tool that supports us in meeting and exceeding the expectations of our clients.

PCG's SSAMS is an indispensable tool in helping us verify that contract timelines are met, and all claimant data is maintained in a secure environment. Our staff use SSAMS to manage deadlines and timeframes via the system's capability to create 'alerts' through its scheduling mechanism.

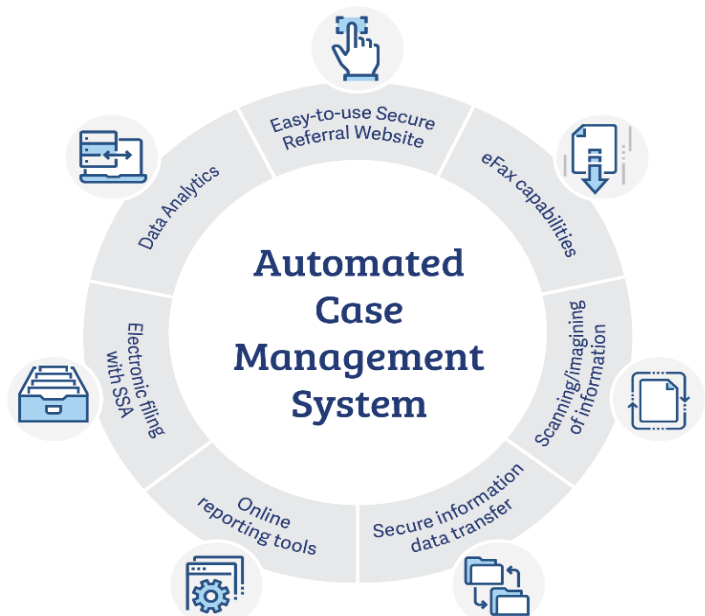


Figure 7. PCG's SSAMS Automated Case Management System maintains all records and allows for timely accurate reporting.

PCG developed SSAMS over the last ten (10) years for delivery of our SSI/SSA Advocacy services using our knowledge and understanding of what data, records and documentation are needed to develop strong applications for SSI/SSA and disability review benefits and to process Change of Payees (COP) and non-medical reviews. We electronically upload referrals and/or claims data supplied by DHHS into SSAMS. The claims are developed by adding additional information by our staff including electronic copies of all medical records, case notes, and other relevant case information. SSAMS is a secure web-based tool that is live, so the most current information is always updated and available. This technology enhances our ability to provide your workers, care providers, SSA and DDS with exceptional and smart customer service. At a minimum, our SSAMS system will track:

- ▶ All claim types including SSA, SSI, Change of Payee, non-medical and disability reviews
- ▶ Due dates
- ▶ Process steps and reminders
- ▶ Social Worker contact
- ▶ Placement Information
- ▶ Funding
- ▶ Claims status
- ▶ All evaluations of any nature used to support determinations including Treatment Source Information and School Information
- ▶ All notes
- ▶ All correspondence with SSA and DDS

Once we have collected the data for an application, we can then auto populate SSA forms and SSA on-line applications making our process efficient and highly accurate.

Because our data collection and record keeping are so complete, feedback from SSA is that claims filed by PCG staff are more thorough than most applications. It also reduces the amount of time it takes to file the application, which allows us to meet the 30-day filing deadline from receipt of referral from DHHS.

PCG is uniquely qualified to meet and exceed the expectation of DHHS. Our years of experience and time-tested methods allows us to regularly meet deadlines and obtaining more allowances in shorter time frames for you, with the least disruption to your busy case workers.

Below in *figure 8* is a graphical depiction of PCG's SSA/SSI Advocacy Process. This graphic shows the flow of the work that goes into the SSA/SSI process that PCG will bring to this project for DHHS. The process begins with our proactive pre-screening and referral activities, and continues through all levels of appeal, ending with our post entitlement work where verification of funds, Change of Payee (COP) and non-medical reviews activities take place. Though out this proposal we hope you can visualize what it means to have a trusted competent vendor who values your objectives and who brings expertise, experience and innovation to SSA/SSI services.

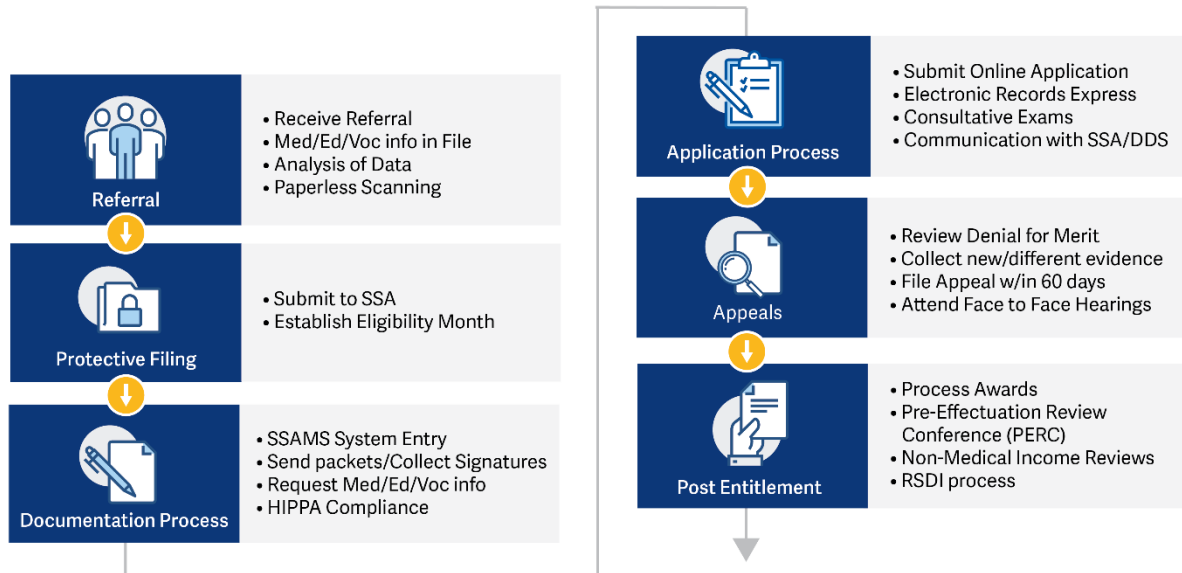


Figure 8. PCG's SSA/SSI Advocacy Process Prioritizes Case Processing. Our proactive approach aides PCG staff in submitting high quality applications to SSA that result in more children awarded benefits in shorter timeframes.

- (2) The Contractor must complete and submit a progress report no later than the tenth (10th) calendar day of each month following the month the service was provided to verify the following:
- The number of referrals received each month requesting an application be submitted for DHHS to be named the representative payee, and the date of receipt of each referral.
 - The number of new applications for SSA that were submitted where DHHS is named as representative payee.
 - The number of new application for SSI that were submitted where DHHS is named as representative payee.
 - The names of DHHS wards for whom an application was filed for new SSA, new SSI, or for the State to be named representative payee for each month, and the date of application.
 - The number and names of DHHS wards for whom DHHS was confirmed as representative payee for each report month.
 - The number and names of DHHS wards that were reviewed for potential SSA or SSI eligibility for each month.
 - The total cumulative estimated monthly revenue generated through applications for SSA and SSI for the current month and estimated for the fiscal year.

You will like our reporting capabilities! We understand how important reports can be for monitoring vendor performance, making internal budgetary decisions, and knowing the status of deliverables. Utilizing our SSAMS case management system reporting capabilities to produce informative reports for our clients is one of our strengths. We collect the necessary information for SSA, SSI, COP, disability and non-medical review applications and capture relevant data and milestones in our database, where we can generate a whole host of reports. Our reporting tool is highly customizable which allows us to generate reports specifically requested in this RFP, plus additional reporting per DHHS request.

PCG offers a robust suite of project management and operational outcome reports throughout the life of an engagement, including monthly, quarterly, and annual record keeping and reporting. Our reporting capabilities are enhanced by our SSAMS reporting tool that tracks work being performed, and the fulfillment of our performance guarantees. Shown in *Figure 9* is a snapshot of our SSAMS Reporting tool. This tool provides both internal and external secure, web-based reporting. We use this tool to produce Case Management, Staff Performance, Quality of Applications, and Monthly Client Deliverables reports.

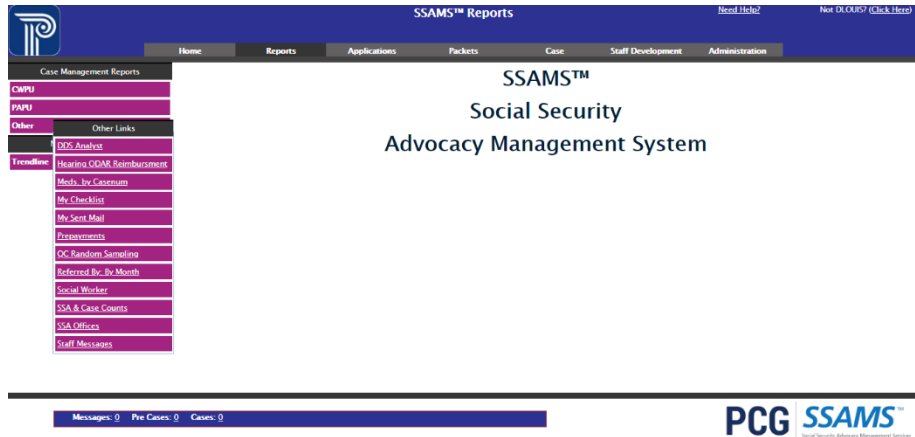


Figure 9: SSAMS Reporting tool provides customized and accurate reporting capabilities for all projects.

Monthly Statistical Reports: PCG will provide monthly statistical progress reports to DHHS within ten (10) days of the end of each month in an Excel-compatible spreadsheet format. Our reports will include monthly details and project to date information. In addition to standard information such as child’s name, Social Security Number, date of birth, and application type each report will also include at a minimum, the following items that are indicative of the status of our project work:

- a. The number of referrals received each month requesting an application be submitted for DHHS to be named the representative payee, and the date of receipt of each referral.
- b. The number of new applications for SSA that were submitted where DHHS is named as representative payee.
- c. The number of new applications for SSI that were submitted where DHHS is named as representative payee.
- d. The names of DHHS wards for whom an application was filed for new SSA, new SSI, or for the State to be named representative payee for each month, and the date of application.
- e. The number and names of DHHS wards for whom DHHS was confirmed as representative payee for each report month.
- f. The number and names of DHHS wards that were reviewed for potential SSA or SSI eligibility for each month.
- g. The total cumulative estimated monthly revenue generated through applications for SSA and SSI for the current month and estimated for the fiscal year.

Figure 10 is a snapshot of an actual Summary Report used in another one of our SSA/SSI contracts which can be adjusted to match the specific criteria required by DHHS. More examples are available upon request.

Monthly Detailed Reports: PCG's detailed reporting also includes additional information including the required names of DHHS wards as well as the reason for taking or closing a youth's case and the Protective Filing dates. By reporting the Protective Filing date, DHHS can track when benefits will start for the youth and by using the protective filing date, the payments could begin one month prior to the application being filed. As for the reason for taking or closing a youth's case, this allows PCG and DHHS to track the cases that are approved and the reasons for denials. Figure 11 shows an example of a partial detailed report provided in the past year.

Within each of these reports, we provide monthly details to meet the requirements set out above. We look forward to reviewing the report formats shown here with DHHS upon project award.

| SUMMARY REPORT JANUARY 2020 | | | |
|---|-------------------|-------------------|------------------------------------|
| | Month of Dec 2019 | Month of JAN 2020 | Fiscal Year to Date as of 01/31/20 |
| SSI Applications | | | |
| Number of cases screened: | 0 | 0 | 0 |
| Number of new cases identified: | 0 | 0 | 0 |
| Number of cases being developed to file: | 0 | 0 | N/A |
| Number of cases Filed: | 0 | 0 | 0 |
| Number of cases pending at SSA/DDS: | 0 | 0 | N/A |
| Number of cases Closed, Closed/Under Development and Final Denials: | 0 | 0 | 0 |
| Number of Allowances: | 0 | 0 | 0 |
| SSA/Title II | | | |
| Number of new cases: | 0 | 0 | 0 |
| Number of cases being developed to file: | 0 | 0 | N/A |
| Number of cases filed: | 0 | 0 | 0 |
| Number of cases pending at SSA/DDS: | 0 | 0 | N/A |
| Number of cases Closed, Closed/Under Development & Final Denials: | 0 | 0 | 0 |
| Number of Allowances | 0 | 0 | 0 |
| 18 Conversions | | | |
| Number of new cases referred: | 0 | 0 | 0 |
| Number of cases being developed to file: | 0 | 0 | N/A |
| Number of cases filed: | 0 | 0 | 0 |
| Number of cases pending at SSA/DDS: | 0 | 0 | N/A |
| Number of cases Closed, Closed/Under Development & Final Denials: | 0 | 0 | 0 |
| Number of Allowances | 0 | 0 | 0 |
| CDR's | | | |
| Number of new cases referred: | 0 | 0 | 0 |
| Number of cases being developed to file: | 0 | 0 | N/A |
| Number of cases filed: | 0 | 0 | 0 |
| Number of cases pending at SSA/DDS: | 0 | 0 | N/A |
| Number of cases Closed, Closed/Under Development & Final Denials: | 0 | 0 | 0 |
| Number of Allowances | 0 | 0 | 0 |
| Cumulative Estimated Revenue | | | |
| | \$ | \$ | \$ |

Figure 10. Client Summary Report Helps Track Project Outcomes and Successes. By keeping detailed monthly and year to date reports, PCG can track and report on all outcomes in a timely manner.

| Last Name | First Name | SSN | DOB | Claim Type | Status | Filed | Reason |
|-----------|------------|-------------|------------|---|-------------------|----------|----------------------------|
| Axxx | Dxxx | XXX-XX-XXXX | 00/00/0000 | CWPU SSI - SUPPLEMENTAL SECURITY INCOME | UNDER DEVELOPMENT | 12/23/19 | GAD,MDD,HI, SI |
| Bxxxxxx | Txxxxxxx | XXX-XX-XXXX | 00/00/0000 | CWPU SSI - SUPPLEMENTAL SECURITY INCOME | UNDER DEVELOPMENT | 05/16/19 | DMDD,Bipolar,ADHD, SI |
| Cxxxx | Axxxxxxx | XXX-XX-XXXX | 00/00/0000 | OLDER YOUTH | PENDING INITIAL | 10/24/19 | VisionImpairment, LD,ID |
| Dxx | Jxxxx | XXX-XX-XXXX | 00/00/0000 | OLDER YOUTH | PENDING INITIAL | 09/30/19 | ADHD-CT,MDD,anxiety,dep |
| Exxxxxx | Kxxxxx | XXX-XX-XXXX | 00/00/0000 | CWPU SSI - SUPPLEMENTAL SECURITY INCOME | PENDING INITIAL | 09/11/19 | PTSD,MDD,SI,SH, hallucinat |
| Fxxxx | Exx | XXX-XX-XXXX | 00/00/0000 | 18 YEAR CONVERSION | PENDING INITIAL | 07/16/19 | MDD,IED,SI, impulsiverage |
| Gxxx | Sxxxxx | XXX-XX-XXXX | 00/00/0000 | CWPU SSI - SUPPLEMENTAL SECURITY INCOME | PENDING INITIAL | 11/29/19 | DevDel,BPD, CongenitalDO |
| Hxxxxx | Ixxx | XXX-XX-XXXX | 00/00/0000 | RSDI - SURVIVOR BENEFIT | PENDING INITIAL | 12/03/19 | RSDI |

Figure 11. Detail Reports Allow for Real Time Tracking of Benefits. We can track our reasons for taking or closing a referral as well as when benefits are likely to start for accounting purposes.

Quarterly Progress Meetings: PCG will commit to holding quarterly meetings with DHHS and with SSA and DDS, as needed, to make sure coordination of effort and proper reporting takes place between all

major stakeholders. During these meetings, we provide a summary of case activity during the prior quarter, identify areas that require discussion, and document action steps going forward, if corrections are needed.

Fiscal Year End Project Review: In addition to the reporting outlined above, PCG conducts a yearly project review to report the progress of the project and keep all stakeholders up to date on the project throughout the year. Below in *figure 12* is an example of this report from an FY 2019 Review.

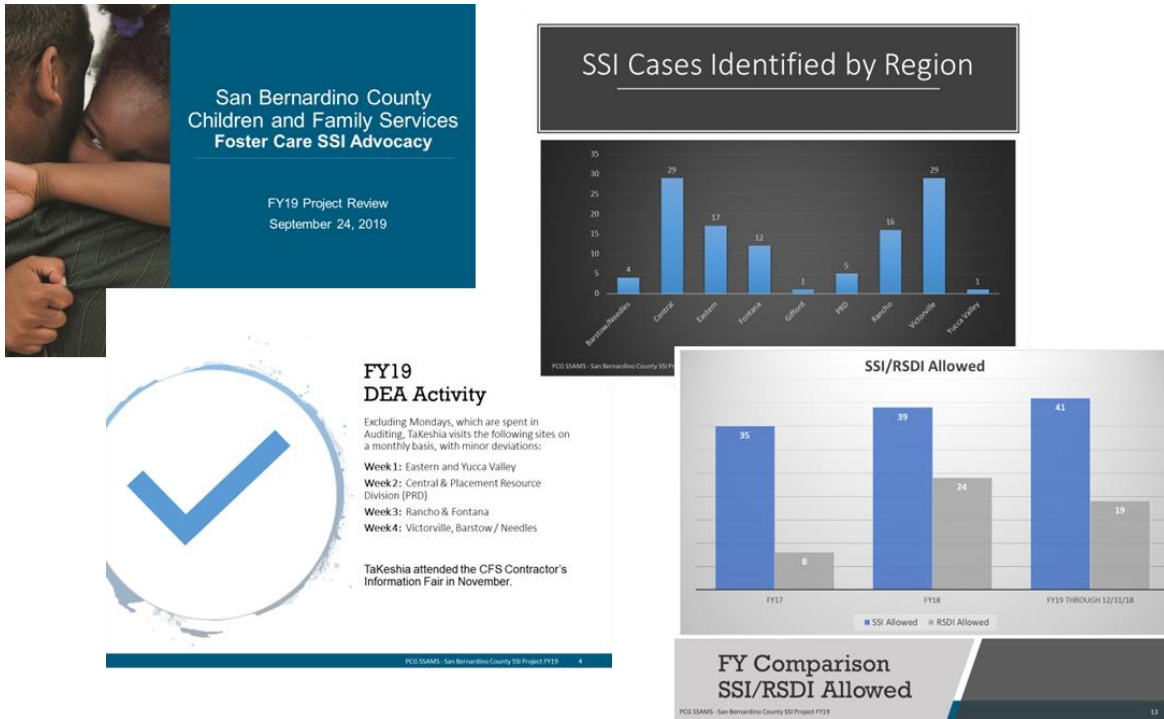


Figure 12. PCG's Year End Project Review includes FY comparison's and an overall project review.

Additional reporting capabilities by our case management system include customized ad hoc reporting that allows PCG to provide specific and relevant information to our client throughout the contract term. Examples of these reporting elements are shown in *Figure 13*.

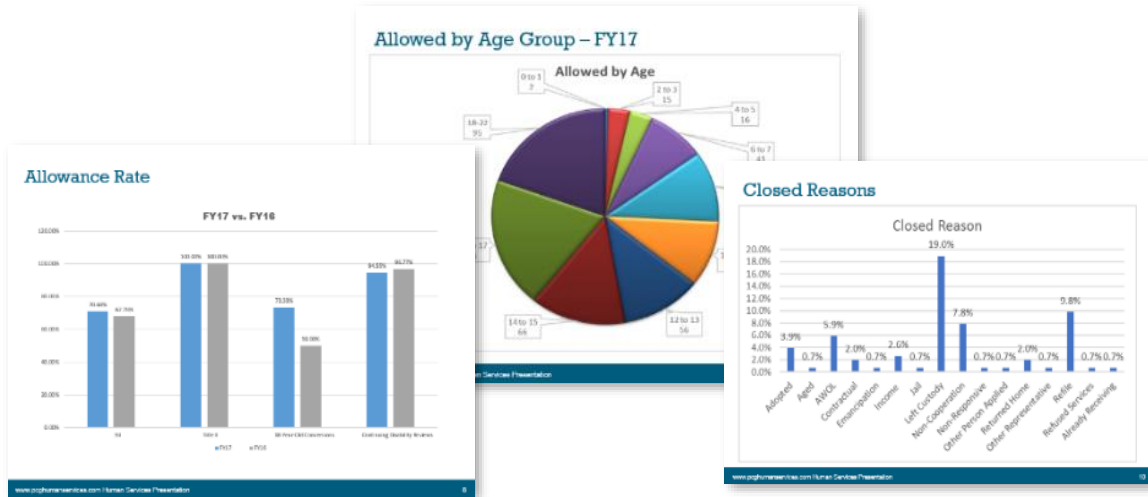


Figure 13. Customized reporting elements used for reporting all activities can bring a level of detail to this project.

- (3) The Contractor will track and monitor all applications for representative payee until a denial from the Social Security Administration is received, or until DHHS received the initial benefit payment.
 - a. Contractor will develop and submit complete and accurate applications to the Social Security Administration for DHHS to become the representative payee for all Out-of-Home DHHS ward’s within 30 calendar days of receiving the monthly DHHS wards in Out-Of-Home Care Report from DHHS.
 - b. If an individual is receiving SSA or SSI benefits and then becomes a DHHS ward, a payee change to DHHS may be required.

For each application we submit to SSA, we include a completed SSA 11B-K requesting that DHHS becomes the representative payee upon an award of benefits. Once the claim is awarded PCG will monitor the payments to assure funds are being paid to DHHS. PCG also commits to submit Change of Payee applications to SSA for DHHS to become the representative payee for all Out-of-Home DHHS wards within 30 days of receiving the monthly DHHS wards in Out-of- Home Care Report. Using SSAMS we can quickly process these applications by entering the data into SSAMS and then auto populate the forms to file the applications.

For youth who are receiving SSA or SSA benefits, and then becomes a DHHS ward we will work with DHHS to determine payee changes that need to occur, depending on DHHS preference for youth that are eligible for Title IV-E as to witch federal funding source you prefer.

In addition to having extensive knowledge and experience with the SSI and SSA application services, we also have an equal understanding of SSA rules for Representative Payee responsibilities, including having experience with managing SSI/SSA funds on behalf of child welfare agencies. Understanding SSA rules and all the accounting methodologies for SSI/SSA benefit management makes us even better partners for SSA/SSA application services.

- (4) Where a denial is received from the Social Security Administration for either SSI or SSA, or representative payee applications, the Contractor will manage the appeal process when an appeal is warranted as solely determined by DHHS until all appeal options have been exhausted.

PCG works diligently to get those cases that have merit appealed by preparing and filing required information and presenting materials to SSA within the 60-day deadline given by SSA. We understand that DHHS will determine if an appeal is warranted and will decide on a case's merit following a thorough review of all available information. Once a claim is denied and we have permission to appeal our staff review the following;

- ✓ Assure all data is up to date
- ✓ Verify funding source and amount is still appropriate
- ✓ Collect any new medical records or incidents to support the claim
- ✓ Review DDS decision
- ✓ Provide SSA with any missing information or proof of relationship for SSA denials.
- ✓ Submit appeal

We explain the SSA appeal process in more detail and demonstrate our understanding of it in section g Bidder Requirements.

(5) The Contractor shall communicate with the Social Security Administration to ensure funds are paid to the correct individual(s) or entity.

PCG maintains regular communication with SSA as well as DHHS to ensure funds are paid correctly for each individual(s) or entity. We notify the DHHS any time a favorable decision has been made and provide the details of that decision once we receive notification that a claim has been fully adjudicated. We then perform a thorough review of the SSA documentation that we have received to confirm that the claimant has been placed into pay accurately. The process of ensuring that correct payments are made by SSA is driven by the non-medical/income related information required once a claim is allowed. This process is called Pre-Effectuation Review of Claim (PERC) and is essentially used to bring up-to-date and/or fully document a claim after receipt of a notice of disability allowance¹.

Our standard process includes:

- ✓ Receive notification via phone or fax from SSA that a PERC is needed for a particular case.
- ✓ Provide information via phone with an SSA liaison or complete paper copy of the SSA-8203 by:
 - Contacting state/county workers for verification of placement and payment status from date of application to present.
 - If new placement, provide SSA with license numbers for each placement or a completed state supplement form for each unlicensed placement since application was filed.
- ✓ Request copies of the payment and placement screens from application date to present.

The above information is provided to the requesting SSA office at SSA's request. SSA will then update the child's record with the information provided to complete the PERC.

In theory, any SSI case where more than 120 calendar days have elapsed since filing should have a PERC completed to avoid the possibility of an under or overpayment. We will work closely with SSA and DHHS to avoid an under or overpayment situation occurs.

¹ More information regarding the different types of PERCS is available at www.ssa.gov and the Program Operations Manual (POMS) reference at: SI 00603.030.

- (6) The Contractor must comply with all applicable law, including but not limited to federal and state: statutes, rules and regulations, and guidance documents. Compliance includes, but is not limited to:
- a. The Health Information Protection and Portability Act (HIPAA), as set forth in Attachment B and,
 - b. The Medicaid-specific, above-and-beyond-HIPAA privacy protections found at 42 CFR Part 431, Subpart F.

We acknowledge our responsibilities to abide by and follow all laws and regulations associated with the Privacy and Security rules of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the 1974 Privacy Act. We maintain a Written Information Security Program (WISP) describing our policies, controls, and processes to assure compliance with these laws. Its implementation is the shared responsibility of the PCG Information Security Office (ISO), PCG Information Technology (IT) Department, PCG management and PCG users.

All PCG software and systems (including our SSAMS system) are HIPAA compliant. We restrict access to confidential information on a need-to-know basis. All systems require unique passwords that are only given to team members who are cleared for access. All computers are heavily encrypted and are locked to employee's desks. Data transfer is constantly monitored by our IT staff where any potential issues are immediately identified and rectified.

Our management team has made a strategic decision to use a standardized firewall configuration to protect its information systems. Firewall upgrades and/or changes can be requested either by PCG or by our clients. PCG strives to accommodate all requests for firewall upgrades and/or changes within a reasonable time frame. PCG management reserves the right to object to any upgrade and/or change request.

e. Payment Structure

1. DHHS shall pay the Contractor the Successful SSA Application rate as set forth in the Cost Proposal if the Social Security Administration determines the DHHS ward is eligible for SSA benefits.
2. DHHS **shall not pay** the Contractor the Successful SSA Application rate if the Social Security Administration determines the DHHS ward is ineligible for SSA benefits.
3. DHHS shall pay the Contractor the SSI Application Submission rate as set forth in the Cost Proposal upon completion of the SSI application process.
4. DHHS shall pay the Contractor the Successful SSI Application rate as set forth in the Cost Proposal if the Social Security Administration determines the DHHS ward is eligible for SSI benefits.
5. DHHS **shall not pay** the Contractor the Successful SSI Application rate if the Social Security Administration determines the DHHS ward is ineligible for SSI benefits.

PCG agrees to the above statements 1-5 and understand that DHHS will not pay for unsuccessful SSA and/or SSI applications. We have provided our proposed pricing in the provided cost sheet.

f. Performance measures

If the Contractor fails to meet the application timelines defined in section V.D or fails to appeal an application when an appeal is warranted per section V.D.4 DHHS may require the Contractor to submit a Corrective Action Plan.

It is our understanding that if we fail to meet application timelines defined in section V.D. or fail to appeal an application when an appeal is warranted per section V.D.4 DHHS may require PCG to submit a Corrective Action Plan. Outlined above in section i. Summary of bidder's proposed personnel/management approach we have outlined our full Project Control Methodology.

g. Bidder requirements

1. The bidder should demonstrate a clear understanding of all eligibility requirements for SSA benefits.

SSA benefits as defined in this RFP under Glossary of Terms, Acronym List on page ix is Social Security Administration Title II benefits. (also referred to as Retirement, Survivor Disability Insurance (RSDI)) Social Security benefits paid under Title II of the Social Security Act are financed through wage earners payroll taxes. To be eligible for SSA benefits a person must earn enough work credits by working and paying federal taxes to gain insured status with SSA or be an eligible spouse or depended of that worker. To collect SSA benefits an eligible person must be age 62 or older or disabled defined by the Social Security Administration. A dependent can collect Title II benefits off of an account of an insured parent or guardian who is collecting SSA retirement, SSA disability or is deceased. Dependents can collect SSA benefits through their 18th birthday, or age 19 if they are still in school. The amount of the benefit will depend on the wage earner’s earnings.

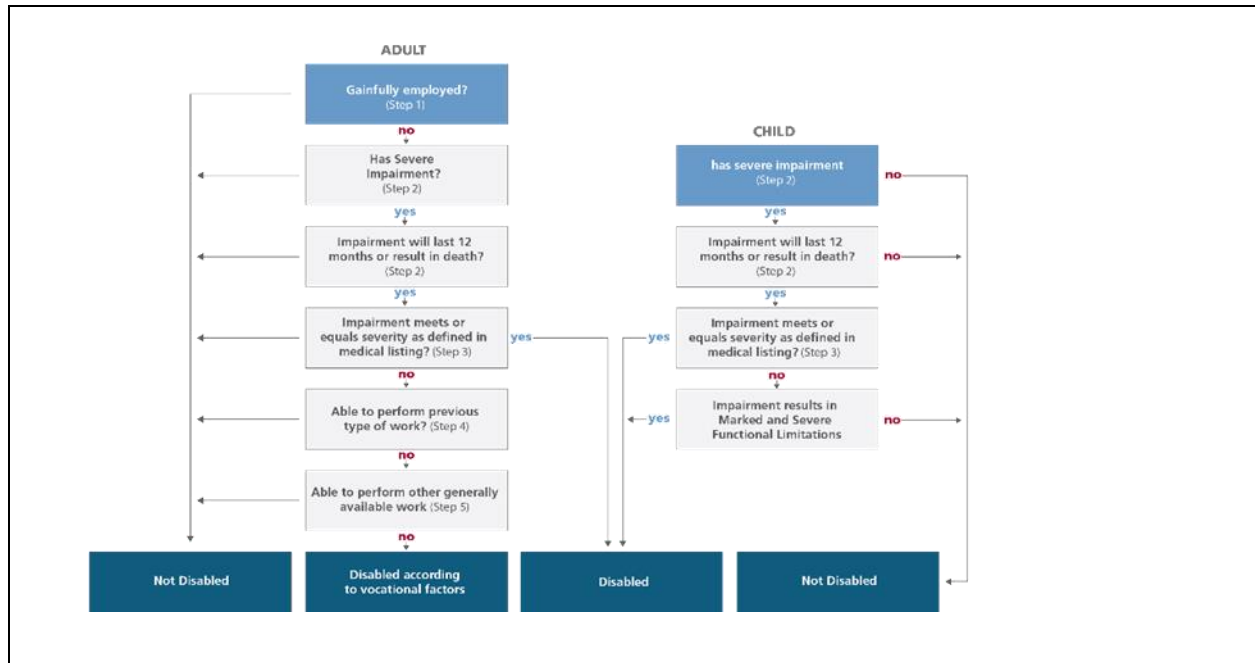
2. The bidder should demonstrate a clear understanding of all eligibility requirements for SSI benefits.

SSI is a needs-based program paid by the federal income maintenance program for the aged, blind or disabled individuals who are U.S citizens and who have little or no income of resources. Generally, SSA will consider a child’s income and resources of the family members living in the household, but when a child enters the custody of a foster care system their family’s income and resources are no longer considered. Funding considerations or offset for SSI for children in foster care is federal dollars received by the child welfare agency on behalf of the child or when an older youth become employed. Otherwise, most children in foster care meet the SSI income and resource requirement.

For children and young adults to qualify for SSI, in addition to meeting income and resources requirements, they must also be found to be blind or disabled under the SSA’s criteria. The disability criteria for children and adults is determined differently. PCG staff has extensive knowledge of the many domains of disability defined by SSA for both children and adults, but a general overview defined by SSA is:

- A child under the age of 18 is considered disabled if s/he has a medically determinable physical or mental impairment (including emotional or learning problem) that results in marked and severe functional limitations and is expected to last 12 months or end in death.
- An adult is considered disabled if s/he is unable to engage in Substantial Gainful Activity (SGA) because of a medically determinable physical or mental impairment which is expected to last 12 months or longer or to result in death.

When a disability claims is filed, SSA follows a sequential Evaluation Process (SEP) with their pending applications and in which PCG has extensive knowledge and experience navigating. The following is a graphic outlining SEP:



3. The bidder should demonstrate a clear understanding of the application process for SSA benefits.

PCG typically works with our client’s local SSA office or liaison to set up a process to check for SSA eligibility prior to filing a claim. If this arrangement can’t be made, we will file all SSA applications. Once we have an indication that a youth’s parent or guardian is receiving SSA retirement, disability or is deceased we provide the youth and parent/guardian’s name and SSN’s to SSA who then checks to see if their parent or guardian has insurance status. We file SSA applications using the following documents:

- SSA-1696 – Claimant’s Appointment of Representative
- SSA-4 – Application for Child’s Insurance Benefits
- SSA-11 BK – Request to be Selected as Payee
- Placement History
- Court Order/ proof of DHHS custody
- SSA 1372 – School form for youth older than 18.

Because we verify SSA eligibility prior to filing the application, we can file it without a death certificate of the deceased parent or guardian. There are some cases where proof may need to be obtained when a death certificate or proof of relationship is not on file with SSA. This often happened when a parent dies before the birth of the child or was not named at the time of the birth. SSA allows for other forms of documentation to prove a relationship that we will seek to obtain when necessity.

4. The bidder should demonstrate a clear understanding of the application process for SSI benefits.

Once a referral is received or a new prospect is identified an application will be filed, we collect, review and assemble all supplemental and supporting documentation for the application, transmitting the appropriate portions of the applications electronically to SSA for processing. From the point of identification, the major steps that our staff take in moving a case from a prospective case into a fully developed and submitted application include the following checklist of action steps shown here in *figure 14*.

We input the information gathered during reviews and interviews into our customized SSAMS database, the main repository of disability information and records. The SSAMS system gives us the ability to provide detailed reports and has helped us streamline our processes and increase efficiency, thereby maximizing cost savings to our clients.

Details of this system were discussed earlier in the proposal in section **d. Scope of Work, 1**.

Our SSAMS processes also saves time and allow us to automatically populate data to the approved SSA forms for easy filing as shown in *figure 15*.

| SSI Initial Application Checklist | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Verification of Child Placement and Funding |
| <input checked="" type="checkbox"/> | Child's name on Protective filing list |
| <input checked="" type="checkbox"/> | Notify child's case worker that SSA application is being filed |
| <input checked="" type="checkbox"/> | SSA forms sent to caregiver/case workers |
| | SSA 1696 Appointment of Representative |
| | SSA 827 Release of Information |
| | 11BK Application to become payee |
| | SSA 8000 Application for TITLE XVI |
| | SSA - 16BK Application for SSA Benefits on own work history (for age 16 and older) |
| | Age appropriate Function Report/Actives of Daily Living questionnaire |
| <input checked="" type="checkbox"/> | Assist with form completion |
| <input checked="" type="checkbox"/> | Obtain copies of placement/payment screens |
| <input checked="" type="checkbox"/> | PCG casewriter completes claim |
| <input checked="" type="checkbox"/> | Case is filed with SSA online |
| <input checked="" type="checkbox"/> | Forward the file to SSA for processing |
| <input checked="" type="checkbox"/> | Verify SSA's receipt of file |
| <input checked="" type="checkbox"/> | Obtain name of DDS adjudicator |
| <input checked="" type="checkbox"/> | Respond to DDS request for medical records |
| <input checked="" type="checkbox"/> | Submit records via Electronic Records Express (ERE) |
| <input checked="" type="checkbox"/> | Receipt of Consultative Exam (CE) requests from DDS |
| <input checked="" type="checkbox"/> | Confirm with applicant/care provider attendance at CE |
| <input checked="" type="checkbox"/> | Assist with CE re-scheduling as needed |

Figure 14. Application Checklist Provides Organization. PCG's application checklist includes all steps starting with identification through final decision, PCG staff utilize the checklist when developing every foster care application.

SSA Application Forms Populated Automatically

PCG's Social Security Advocacy Management System (SSAMS)

**SSA-16
SSA-8000/8001
SSA-827
SSA-1696**

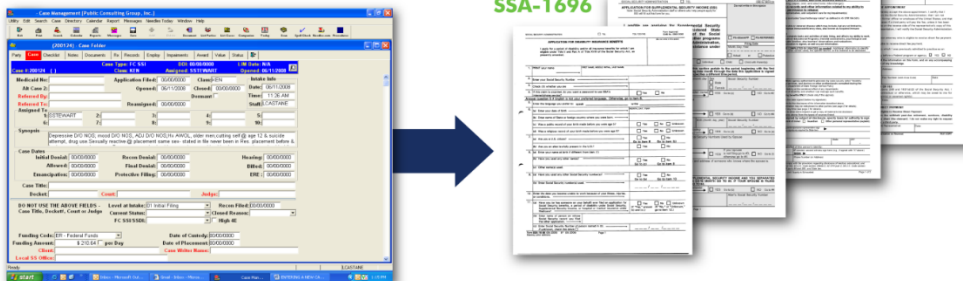


Figure 15: Forms Populating Automatically Brings Increased Efficiency. Automatically populating application forms assists with the speed and accuracy of filing applications.

A pre-printed packet of forms is then produced out of SSAMS and provided to our case writers for each claim for application completion. Social Security requires documents to be placed in a specific order when filing claims. To comply with their requirements, we use the following guide for application completion (required forms and documents):

- Cover Page for all on-line claims
- Original SSA-1696 – *Appointment of Representative*
- Court Order
- Birth Certificate (if available)
- Social Security Card (if available)
- Placement Log (if applicable)
- Payment Record (if applicable)
- SSA-11-BK – *Request to be Selected as Payee*
- State Supplement Form (if applicable)
- SSA-787 – *Physician’s Statement of Capability to Manage Benefits*
 - (if over age 18 and appropriate)
- SSA-8000/8001-BK – *Application for SSI Benefits*
- SSA – 16 – *Application for Title II/RSDI Benefits*
 - (emancipating youth with previous work history)
- SSP-14 or applicable *Interim Assistance Reimbursement Form*
- SSA - 827’s – *Authorization to Disclose Information to SSA*
- SSA-3820-BK – *Disability Report – Child* or 3368-BK – *Disability Report – Adult*
 - (usually completed on-line, then have on-line cover sheet at top of the claim)
- Copy of 3369/821 – *Work History Report* (if applicable)
 - included in i3368, if done online
- Function Report (Type dependent on age and source of information)

Our claims developers fill out on-line SSA application forms i3820 (under age 18) or i3368 (over age 18 with work history) along with a disability summary. A quality review is performed by supervisory staff to finalize the application for electronic submission to Social Security. Once a case passes the quality review, we submit the appropriate forms electronically to SSA. Medical records collected during our review and case development are not forwarded to DCBS/SSA as part of the package. These documents are submitted directly to DDS upon request via the Electronic Records Express (ERE) process.

Once the application has been filed it must be monitored through the entire adjudication process. We are proactive in reaching out to SSA and DDS in anticipation of their needs in adjudicating our claims. It is our standard best practice to initiate contact with the DDS as soon as we determine the case has been transferred from the servicing SSA field office.

We identify the individual adjudicator of each claim and initiate contact to let them know we will function as a resource during claim development. This includes assisting with setting up consultative exams and gathering any additional medical and supplemental evidence as DDS sees fit. We meet all SSA/DDS deadlines and respond promptly to all requests for information. We follow up on cases frequently and consistently, often on a weekly or even daily basis as the situation requires. We provide all requested documentation to DDS in the most efficient manner of their choosing, including ERE, faxing, e-mails, etc.

We recognize it as an essential step in the documentation process to gather all relevant records to support an application. Therefore, one of the first steps in our application process is to obtain signatures on the necessary appointment of representative and release forms—enabling our staff to gather the medical records needed for the SSA/SSI application—and those forms that allow

information exchange between PCG, SSA, DDS, and DHHS. The Appointment of Representative form is the SSA-1696. It, along with the SSA-827 Authorization to Disclose Information to the Social Security Administration² and any additional state or locally required release forms are signed by the custodian on behalf of the minor.

Once the appropriate release forms have been signed, the PCG claims developer follows up on all requests for medical records. Sometimes a case requires additional medical/psychological documentation in order to support a child's claim of disability. We advise the caseworker and child's custodian of the need to obtain a medical or psychiatric evaluation when the child does not have recent existing medical or psychiatric documentation supporting the disability claim. We are very familiar with the consultative examination scheduling process. We currently assist with scheduling consultative exams when requested by DDS, with the medical providers of DDS' choice, in the child's geographical area. Our team members dedicate themselves to working with each DDS examiner to assure that the child and his/her foster parents are aware of the scheduled exam date and time. In the event of an attendance conflict our team members work with the DDS and the foster parents to reschedule the exam. We recognize how important these exams are to the adjudication process and we put forth every effort to make sure the child attends, including working with the foster parents and social worker to identify transportation options when necessary.

Our claims developers assume the responsibility of thoroughly documenting each case. We begin this process by gathering all necessary documentation required to prove eligibility and secure disability benefits quickly—including gathering medical records, psychological evaluations, activities of daily living or function reports and education records—and conducting interviews with relevant people in the child's life. One key reason we focus on up-front information gathering is it allows us to formulate a *theory of the case* to pinpoint where in SSA's sequential evaluation process we believe the case will be allowed. Our theory of the case approach involves producing the strongest case possible at the initial level of application. It sets the direction for case development throughout the life of the application and gives us a road map to the quickest allowance possible. It is during this process that we determine if the child's impairments will meet or equal SSA's listings.

Over the last 25+ years, we have become experts at interpreting SSA's rules and regulations surrounding disability applications and the information needed to support a successful claim. As was previously mentioned, we have found a way to improve the efficiency of the data collection process by electronically scanning the relevant documents from the case file in lieu of photocopying. Not only is this a faster and more confidential way of gathering documentation, it also follows the new paperless technologies being used by SSA, including online disability applications and the Electronic Records Express (ERE) function. ERE is an electronic exchange of documentation and supporting information from the claimant to all local DDS offices through SSA. PCG is a certified vendor in the areas we do business and recognized as an authorized supplier of this information by the Nebraska DDS.

PCG will notify the DHHS promptly of SSA decisions on applications. PCG will immediately notify the appropriate staff of any favorable or unfavorable decisions or change in status of any of our SSA/SSI applications. Upon receiving notification that an allowance has been received for a case, PCG performs a thorough review of the SSA documentation that is received to assure that the claimant has been placed into pay accurately. Timeliness of this process is extremely important – shortening that timeframe between application and allowance is vital. Every month that can be shaved off the time is

² <https://secure.ssa.gov/apps10/poms.nsf/lnx/0411005055> - According to SSA's Program Operations Manual System DI 11005.055, the SSA-827 is the official form authorizing disclosure of information to SSA. It is used to obtain relevant medical and non-medical information required to process claims and to determine the capability of managing benefits.

an extra month for a child to increase their income and the state to avoid additional state payments, improve cash management and provide additional services to other foster care children.

Training

At PCG we recognize the essential nature of training for our staff as well as DHHS staff on the application process to promote the effectiveness of sending and receiving referrals. Due to the ever-evolving nature of the Social Security Disability program, we view outreach and training as an essential part of any successful project. When feasible, we will work with DHHS staff to coordinate outreach activities and training designed to provide all employees involved in the SSA/SSI advocacy project the information they need to make referrals and assist with this project.

Useful topics of training include:

- Title XVI (SSI) and Title II (RSDI) – SSA Disability Benefits Programs
- How to identify a Good Referral
- How to access our Referral tools
- State Employees role in the SSA/SSI Process
- Introduction to SSA, DDS, OHO

Our years of experience have provided us with the insight into what many workers may want to know as we begin the process together toward SSA/SSI benefits.

We will work with the DHHS to establish the most beneficial outreach activities for your employees to facilitate training. As an example, some of the outreach activities that we have used in the past include:

- Attendance at monthly staff meetings;
- Distribution of posters explaining the SSI Eligibility Determination program; Information submission in periodic foster parent outreach materials.

5. The bidder should demonstrate a clear understanding of the appeal process for SSA benefits.

The Social Security Administration does not have an appeals process for SSA benefits like they do for disability benefits. For the appeals process for SSI, 18-year-old conversions, Disabled Adult Child (DAC), and Disability reviews please see the process in our response to G. 6., regarding our understanding of the appeals process for SSI benefits. However, SSA benefits can be denied for various reasons and there are responses that can be submitted when you feel the SSA denial is not accurate. Typically, denials for SSA benefits are due to a lack of information or proof. Common reasons for an SSA denial other than the parent/guardian are not insured by SSA include:

- Parent not named on birth certificate
- Child was adopted
- SSA is missing information

There is a variety of evidence that SSA will accept as proof of relationship when a parent is not named on the birth certificate including evidence that the parent/guardian claimed the child publicly, their family members claimed the child, either or both parties raised the child and other similar types of evidence depending on the situation. When a child is adopted, SSA does not always accurately update their system causing SSN's to not match correctly. This is typically resolved by submitting adoption records. If SSA is missing general information, that information can be provided to get the benefits approved.

6. The bidder should demonstrate a clear understanding of the appeal process for SSI benefits.

When we receive a denial, our team evaluates and determines the merit of an appeal within four calendar weeks of receiving the denial. PCG works diligently to get those cases that have merit appealed by preparing and filing required information and presenting materials to SSA within the 60-day deadline given by SSA. We understand that DHHS will determine if an appeal is warranted and will decide on a case's merit following a thorough review of all available information.

PCG's process is to designate claims as either meritorious or non-meritorious based on the information gathered by our staff during an in-depth review of all materials as well as communication with DHHS worker assigned to the case. Together PCG and DHHS determine if filing an appeal is appropriate.

It is important to note that foster care children are a unique population that brings with it a set of circumstances unlike those of other children filing for SSI. Many foster children move in and out of care frequently, which makes an appeal for SSI benefits difficult to pursue. There are instances where a case has been denied and an appeal is not applicable, but a new claim may need to be filed. The needs of the child, the needs of the DHHS as custodian, as well as the child's condition all need to be considered when deciding whether to pursue a denial of an SSI claim. Depending on a child's funding source and/or case management plan, it may not be in their best interest to pursue a lengthy denial. The path to a quicker determination may be through re-application for benefits. PCG staff are trained to make these assessment decisions and provide DHHS staff with the communication necessary regarding such cases.

Understanding the intricacies of SSA's appeal levels of adjudication is very important. We believe SSA wants to make the correct decision and that it is our job as representative to provide all the necessary information to allow SSA to do just that. Social Security uses its Five Step Sequential Evaluation process to determine disability in both adults and children. This process walks SSA adjudicators through the decision process on every Initial and Reconsideration appeal to assist with its final determination. Because of this process, claims can be denied prior to a disability determination being made. PCG's staff receive extensive training in understanding this process in order to best review SSA decisions and determine, if a Reconsideration should be filed.

We decide on a case's merit following a thorough review of all available information. Claims will be designated as either meritorious or non-meritorious based on the information gathered by our staff during an in-depth review of all materials. We review each denied case individually to determine the merits of the case and make our final determination of whether to pursue an appeal or not.

- **Meritorious claims:** We file the appropriate appeal, if we determine that the claim continues to have merit. SSA requires that development and filing of each appeal will be done within 60 days of the denial decision.
- **Non-meritorious claims:** We will close the case, if we do not believe it has merit after DDS has reviewed the claim. We will write a narrative description of case facts detailing the rationale behind our decision to close the case. All such decisions will be documented in our SSAMS database system and available for review upon request.

It is extremely important that these non-meritorious cases that do not meet the SSI criteria are identified quickly and reported in a timely manner. Doing so will allow social workers to re-assess the path of these cases, which is particularly important as the child approaches emancipation and falls into the "transition" age youth category. Below in figure 16 is a graphical depiction of SSA's general appeal process. It includes our decision tree of next steps based on a determination of merit for each.

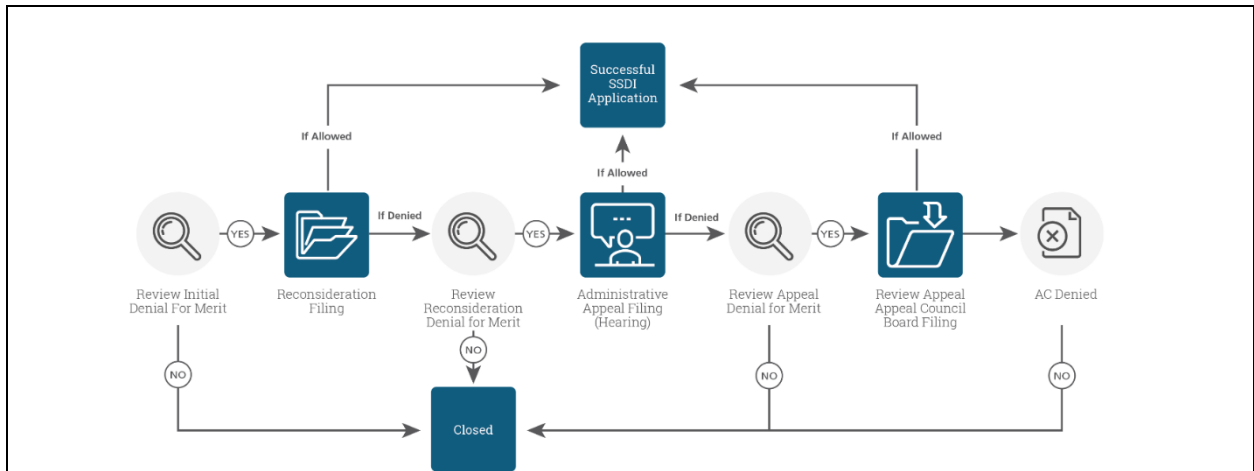


Figure 16. PCG's Denial Review Process Mirrors SSA Guidelines. PCG follows SSA's process while implementing our proven decision tree of next steps for determining merit of denied claims.

SSA Appeal Process

When PCG files an appeal we develop all our requests for appeal for the strongest likelihood of approval and file them in a timely manner. A qualified PCG Hearing Representative always attends any face-to-face hearing or appeal with our claimants.

The levels of SSA administrative appeal available are:

- **Request for Reconsideration** – File online SSA 561 and SSA 3441 with allegations of how claimant's conditions have changed and/or worsened since initial decision within 60 days of date of initial denial.
- **Request for Hearing** – File online SSA 501 and SSA 3441 with allegations of how claimant's conditions have changed and/or worsened since reconsideration decision within 60 days of date of reconsideration denial.
- **Request for Appeals Council (AC) Reviews** – File HA 520 with a letter brief explaining the errors made by the Administrative Law Judge that warrant a remand or reversal of the unfavorable hearing decision. Must be filed within 60 days of the hearing denial.

7. The bidder should demonstrate a clear understanding of the application process to change a representative payee.

Change of Payees (COP) occur when a youth comes into custody with existing SSA/SSI eligibility, or when an eligible youth in care is discovered to be receiving benefits, but where someone other than DHHS is the representative payee. To file an application for a COP we submit the following documentation to SSA:

- SSA-1696 – Claimant's Appointment of Representative
- SSA-11 BK – Request to be Selected as Payee
- Placement History
- Court Order /proof of DHHS custody

Most SSA offices process COPs in 30 days. Once 30 days has passed, PCG verifies that DHHS has become the payee and is receiving benefits. If that is not the case, we follow up with SSA to determine the status and assist in its completion.

8. The bidder should demonstrate a clear understanding of the reasons for suspension of benefits of DHHS wards for SSA and the mechanisms available to remedy the suspension.

SSA benefits are less likely to go into suspense as much as SSI benefits, but common reasons for SSA suspensions include:

- Overpayments – this is not actually a suspense, but where SSA benefits stop for a period
- SSA is missing information
- Pickle Max

For the common reasons for suspensions to remedy the suspension PCG does the following:

- Overpayments can be reconciled by working with SSA to resolve the issues
- SSA is missing information: Once these are identified PCG will gather the missing or outdated information and supply it to SSA.
- Pickle Max: Each insured wage earner has a maximum amount of SSA benefits that can be paid to their dependents. Wage earners with multiple dependents may max out their benefits before all dependent have filed an SSA claim. In these scenarios, some dependents will not receive benefits until other dependent turn 18 or 19 if still attending school. Dependents who file application under these terms, become eligible in SSA's system and can request benefits be paid to them once another dependent is no longer eligible.

9. The bidder should demonstrate a clear understanding of the reasons for suspension of benefits of DHHS wards for SSI and the mechanisms available to remedy the suspension

The most common reasons for SSI suspension for youth in foster care are:

- Excess resources or income. Common sources include:
 - Title IV-E or other federal funding sources
 - Dedicated account exceeds the \$2,000 allowable resource limit
 - Youth comes of age and has inheritance
- Youth is placed in Jail or a hospital
- Disability reviews or non-medical reviews are not responded to timely
- SSA is missing information

If a youth is placed in Jail or a hospital SSA rules are that SSI will be suspended during that time. For the other common reasons for suspensions to remedy the suspension PCG does the following:

- Excess resource or income: If DHHS choses to collect SSI over Title IV-E, we will work with DHHS to flip the funding to state dollars or eligible non reimbursable. If a youth's dedicated account exceeds \$2,000, we will work with DHHS to spend down the money and advise on allowable expenditures if necessary.
- Disability and non-medical reviews not filed timely: PCG will respond to all CDR's, 18-Year-Old Conversions and non-medical reviews within the allowable timeframe, but some youth may come into DHHS custody with suspended SSI benefits due to non-responsiveness to these reviews. Once these are identified PCG will file the appropriate application and supporting documentation and assure that DHHS is the representative payee.
- SSA is missing information: Once these are identified PCG will gather the missing or outdated information and supply it to SSA.

10. The bidder should describe bidder’s approach to identifying wards who are eligible for SSA and SSI benefits.

PCG takes a proactive approach with our identification process that includes conducting regular on-site case file reviews by our Disability Entitlement Analyst (DEA) in each office on an agreed upon schedule with DHHS, with a focus on efficiency to maximize the number of case files we review with the least disruption to the social workers in those offices.

We typically obtain a list of all youth in care and upload the information into SSAMS. All youth who would not be prospects are noted as such. This would include youth receiving high Title IV-E, non-citizens or already receiving SSI/SSA benefits. Once we have established an on-site review schedule our DEA pulls the names of youth for each review by location and alerts a DHHS liaison of the names of the case files to be pulled for the review.

Case files to be reviewed are prioritized by;

- All youth 17.5 years of age older
- All youth ineligible for Title IV-E
- Youth who recently entered care
- Youth whose case file has not been reviewed in past 12 months

Our goal is that each youth in care is reviewed every 12 months while still in care. Our DEAs are equipped with laptops and portable scanners so they can enter the results of the reviews in real time and can scan in all relevant documents during the review. Once a case is identified it is electronically set to a Claims Developer staff to develop the claim to be filed.

It is important to note, that our proactive identification process may be different from client to client depending on the amount of information and records that are stored in a child welfare system. In some cases, our DEAs can actively screen cases electronically.

In addition to our on-site case file reviews, PCG’s advocacy staff encourages referrals by our efforts with social worker engagement and project awareness including social worker trainings shown below in figure 17 and providing handouts.



Figure 17. SSAMS Comprehensive trainings are integral to each project. Each training is created to assist the specific audience for specific program needs.

To increase social worker awareness on how and to whom to send referrals, PCG has developed SSA/SSI Advocacy project awareness strategies to engage your workers. These strategies include:

- ✓ Provide social workers with a Desk Guide, *figure 18* – a one-page easy to read document of the referral process, the types of cases that make good referrals and PCG contact information.
- ✓ Provide a one-page user-friendly referral form and a centralized email address to send referrals.
- ✓ Prepare and submit quarterly email blasts highlighting and reminding social workers of the PCG SSA/SSI Advocacy referral resources available to them.
- ✓ Provide SSI/SSDI social worker training in multiple formats and as permitted by DHHS
- ✓ Providing excellent customer service. Once a social worker has had a positive experience with PCG, they are likely to send more referrals.

State of Nebraska Department of Health and Human Services (DHHS) SSA/SSI Eligibility Project
Desk Guide Process Flow

| | | |
|---------------------|--|--|
| DHHS | <ul style="list-style-type: none"> DHHS provides Public Consulting Group (PCG) with list of youth in custody Case Worker may refer children in caseload by referral email Send referrals to PCG Disability Entitlement Analyst (DEA)– Besu Feleke at bfeleke@pcgus.com | <p>If you have cases you believe may be eligible for SSI benefits, please bring them to the attention of PCG.</p> <p>What makes a good referral?</p> <ul style="list-style-type: none"> Child receives special education services Child exhibits learning problems/developmental delays Child receives ongoing medical services/treatment Child receives psychiatric hospital services Child in residential placement with diagnosed mental impairment(s) Child is not functioning at an appropriate level Or survivors benefit due to deceased parent |
| PCG | <ul style="list-style-type: none"> DEA conducts casefile review(s) from referral list/caseworker referrals, and documents impairments If case appears to be viable for SSI/Title II, obtains documentation from case worker, care giver and school to prepare application File application with Social Security Administration (SSA) Monitors progress of application at SSA and Disability Determination Services (DDS) Processes approvals with DHHS Reviews denial decisions and files appeal, if appropriate | |
| SSA | <ul style="list-style-type: none"> Reviews application package to ensure documentation is complete Notifies DHHS and PCG about decision Reviews file for financial eligibility for SSI (if not, process ends here) | |
| DDS | <ul style="list-style-type: none"> Reviews documentation supporting disability Obtains additional evidence, if necessary, and makes medical decision Forwards decision to SSA | |
| PCG | <ul style="list-style-type: none"> Provides DHHS notification of final decisions Reviews allowances for appropriate funding amounts | |
| Contact Info | <p>Besu Feleke Disability Entitlement Analyst</p> <p>1-800-786-9024 ext 2690 Fax 1-866-803-3565</p> <p>bfeleke@pcgus.com</p> <p>www.publicconsultinggroup.com</p> | |

Figure 18. PCG's Referral Desk Guide offers guidance to Social Workers. The Guide shows the steps taken by major stakeholders in the SSI/SSDI Referral and Application process.

Our DEA will gather enough information from the case file to determine if an application should be pursued. If so, individuals will then be provided with an Intake packet that includes an SSA 1696 Appointment of Representative form and release forms to be signed and return to us. These forms officially make PCG the individual's representative for SSA applications and provide us with the authority to request clinical and financial information from third parties on the individual's behalf. Other forms that may be needed for applications will also be included in the Intake packet. We have created a cover letter of our Intake packets to be visually friendly and contain easy to follow instructions. *Figure 19* is an example of our Intake cover letter.

Our proactive identification process is very effective in maximizing the number of SSA/SSI applications identified and filed on behalf of DHHS on an ongoing basis.



Date Field
 First Name Last Name
 Address 1 Address 2
 City, State Zip Code

Dear First Name

On behalf of **The State of Nebraska, DHHS** we are pursuing Social Security Disability Income (SSDI) benefits for the youth in your care. Your role in this process is critical!

We need your assistance, as well as the youths, in completing the forms listed below. We can assist you with these forms over the phone!

If at any time, you have questions or need assistance I want to help!
 Please give me a call at 1-800-786-9024 ext. (Staff Ext), I will help make the process easier. Your timely response is very much appreciated!



In an effort to make this quick and simple, below we have provided an easy guide on what is needed for each form and who is required to complete and sign.

| Required Forms | To be Completed & Signed by: | Youth | Caregiver |
|----------------------------------|---|-------|-----------|
| Function Report | Complete with as much detail as possible. | | ✓ |
| Current Information Request Form | Complete with as much detail as possible. | | ✓ |
| Adult Function Report | Complete with as much detail as possible. | | ✓ |
| 3rd Party Function Re | Complete with as much detail as possible. | | ✓ |
| SSA-827 | Sign where highlighted. DO NOT DATE! | ✓ | |
| SSA-16BK | Sign where highlighted. DO NOT DATE! | ✓ | |
| SSA-8240 | Sign where highlighted, only if the youth has worked. DO NOT DATE! | ✓ | |
| Additional Documentation: | Include copies of reports (psychological, medical, incident, school/IEP, etc.) or other information you feel would assist us. | | ✓ |

You're Done!

Please return in the enclosed stamped self-addressed envelope **no later than 10 days** from receipt of this letter.

Sincerely,

Staff First Name & Last Name
 SSI Advocate

Enclosures

Figure 19. PCG's Packet Cover Letter is comprehensive. It explains all forms needing signatures and how to contact their assigned specialist.



Part 3 – Cost Proposal

COST PROPOSAL

You will find the Cost Proposal in a separate document.



Forms

- a. Request for Contractual Services Form
- b. Terms and Conditions
- c. Contractors Duties
- d. Payment
- e. Licenses & User Agreements
- f. Insurance Certificates
- g. Financial Statements
- h. Banking Reference Letter

FORMS

a. Request for Contractual Services Form

Please find the Request for Contractual Services Form on the next page.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

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


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

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

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

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

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

| | |
|-------------------------------|---|
| FIRM: | Public Consulting Group, Inc. |
| COMPLETE ADDRESS: | 148 State Street, 10th Floor, Boston, MA 02109 |
| TELEPHONE NUMBER: | (617) 426-2026 |
| FAX NUMBER: | (617) 426-4632 |
| DATE: | 4/28/2020 |
| SIGNATURE: |  |
| TYPED NAME & TITLE OF SIGNER: | Kathleen Fallon, Practice Area Director |

b. Terms and Conditions

Please find the Section II. Terms and Conditions on the next page.

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

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

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

These documents constitute the entirety of the contract.

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

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

B. NOTIFICATION

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

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 five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. BUYER'S REPRESENTATIVE

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 required to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

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

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

E. BEGINNING OF WORK

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

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

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

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

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

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

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

H. VENDOR PERFORMANCE REPORT(S)

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

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

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

J. BREACH

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

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. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

K. NON-WAIVER OF BREACH

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

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

L. SEVERABILITY

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

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

M. INDEMNIFICATION

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

| | | | |
|----|--|--|--|
| | | Solicitation Response (Initial) | |
| KF | | | |

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

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

N. ATTORNEY'S FEES

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

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

O. LIQUIDATED DAMAGES

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

Failure to initiate an application for SSI funding upon recommendation from DHHS within thirty (30) days may result in an assessment of liquidated damages due the State of \$1,000.00 dollars per week or any portion thereof, until the application is initiated. Failure to initiate an application for SSA funding upon recommendation from DHHS within thirty (30) days may result in an assessment of liquidated damages due the State of \$500.00 dollars per week or any portion thereof, until the application is initiated. Contractor will be notified in writing when liquidated damages will commence.

P. ASSIGNMENT, SALE, OR MERGER

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

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 OF THE STATE OR ANOTHER STATE

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be

contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

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

R. FORCE MAJEURE

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

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 Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| KF | | | |

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, per 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 Solicitation | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

| | | Response (Initial) | |
|----|--|--------------------|--|
| KF | | | |

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 Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| KF | | | |

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 (1) copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

ADDENDUM ONE - CHANGE IN PROCUREMENT PROCEDURE REVISION ONE

Date: March 20, 2020

To: All Bidders

From: Annette Walton, Buyer
Nebraska State Purchasing Bureau

RE: Addendum for Request for Proposal Number 6262 Z1 to be opened April 22, 2020 at
2:00:00 p.m. Central

Electronic Submission of Bids

Due to the challenges of COVID-19, the State of Nebraska will accept electronic bids and is amending this RFP by deleting and superseding the following sections:

Page i of the RFP

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

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

These postings will include the entire proposal or response. Bidder(s) must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION", or if submitting the proposal or response electronically, as a separate electronic file that is named "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant

to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

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

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

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.

GLOSSARY OF TERMS:

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

I. PROCUREMENT PROCEDURE

C. SCHEDULE OF EVENTS

| | |
|---|----------------------------|
| Proposal Opening Location for mailed/hand delivered submissions: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508 Electronic submissions: https://nebraska.sharefile.com/f/fo026a54-e08f-4dd8-9616-1b2a8f4727a2 | 2:00:00 PM Central Time |
|---|----------------------------|

L. SUBMISSION OF PROPOSALS

The State is accepting **either electronically submitted responses or hard copy, paper responses for this RFP.**

For bidders submitting electronic responses:

1. **Bidders submitting electronically can upload the response via ShareFile here:**
 - a. <https://nebraska.sharefile.com/f/fo026a54-e08f-4dd8-9616-1b2a8f4727a2>
 - b. **ShareFile works with Firefox, Internet Explorer and Chrome. It does not work with Microsoft Edge.**

2. The Technical, Cost Proposal and Proprietary information should be uploaded as separate and distinct files. If multiple proposals are submitted, the State will retain only the most recently submitted response. It is the bidder's responsibility to submit the proposal by the date and time indicated in the Schedule of Events. Electronic proposals must be received by SPB by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted
3. **ELECTRONIC PROPOSAL FILE NAMES**
The bidder should clearly identify the uploaded RFP proposal files. To assist in identification please use the following naming convention:
 - a. RFP 6264 Z1 ABC Company
 - b. If multiple files are submitted for one RFP proposal, add number of files to file names: RFP 6264 Z1 ABC Company File 1 of 2.
 - c. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names: RFP 6264 Z1 ABC Company Proposal 1 File 1 of 2.

For bidders submitting paper/hard copy responses:

4. Bidders who are submitting a paper response should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain only one copy marked "ORIGINAL" and destroy the other copies. The bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Point of Contact". Proposals must reference the RFP number and the Option being bid. It is the bidder's responsibility to submit the proposal by the date and time indicated in the Schedule of Events. Sealed paper proposals must be received by SPB by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. Please note that the address label including the RFP number should appear on the face of each container or bidder's proposal response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.
5. **The Technical, Cost Proposal, and Proprietary Information** should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections and be referenced in the text by the number within the section, and should be placed as close as possible to the referencing text. Bidder must use the State's Cost Proposal Form.

The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions. Bidder must use the State's Cost Proposal Form.

The State will not furnish packaging or sealing materials. It is the bidder's responsibility to ensure the solicitation is received **either electronically** or in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events.

The Request for Proposal form must be manually signed in an indelible manner **or by DocuSign** and returned by the proposal opening date and time along with the bidder's Request for Proposal and any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

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

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

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

This addendum will become part of the ITB/proposal and should be acknowledged with the Request for Proposal response.

ADDENDUM TWO

Date: March 24, 2020

To: All Bidders

From: Annette Walton / Nancy Storant, Buyers
Nebraska State Purchasing Bureau

RE: Addendum for RFP Number 6262 Z1 to be opened April 22, 2020 at 2:00:00 p.m.
Central

The Change in Procurement Procedure allowing for electronic submission of bids through ShareFile has the following change:

The previous link did not request email information in order to send a confirmation email listing the items uploaded by a vendor for this RFP.

Please use the following Link to upload proposal documents:

<https://nebraska.sharefile.com/r-r0504ddb951d4459a>

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

ADDENDUM THREE – REVISED SCHEDULE OF EVENTS

Date: April 9, 2020

To: All Bidders

From: Annette Walton / Nancy Storant, Buyers
Nebraska State Purchasing Bureau

RE: Addendum for RFP Number 6262 Z1 to be opened April 22, 2020 at 2:00:00 p.m.
Central

Revised Schedule of Events:

| ACTIVITY | | DATE/TIME |
|----------|--|--|
| 1. | Release Solicitation | March 17, 2020 |
| 2. | Last day to submit written questions | March 30, 2020 |
| 3. | State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html | April 15, 2020 April 10, 2020 |
| 4. | Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508 | April 22, 2020 2:00 PM Central Time |
| 5. | Review for conformance to solicitation requirements | April 23, 2020 |
| 6. | Evaluation period | April 24, 2020 Through May 8, 2020 |
| 7. | "Oral Interviews/Presentations and/or Demonstrations" (if required) | TBD |
| 8. | Post "Notification of Intent to Award" to Internet at: and/or http://das.nebraska.gov/materiel/purchasing.html | May 12, 2020 |
| 9. | Contract finalization period | May 12, 2020 Through June 2, 2020 |
| 10. | Contract award | June 3, 2020 |
| 11. | Contractor start date | June 8, 2020 |

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

ADDENDUM FOUR, QUESTIONS and ANSWERS

Date: April 15, 2020

To: All Bidders

From: Annette Walton/Nancy Storant, Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number 6262 Z1 to be opened April 22, 2020 at 2:00 P.M. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

| Question Number | RFP Section Reference | RFP Page Number | Question | State Response |
|-----------------|-----------------------|-----------------|--|---|
| 1. | | | Would DHHS please confirm if this is a separate contract from the existing Change of Payee contract? | The contract resulting from this RFP will replace the existing contract for Payee Changes. |
| 2. | | | Can DHHS confirm if the contractor will complete change of payee, change of placement, continuing disability reviews, non-medical reviews in house? Or is it expected of DHHS to pick up these services at an extra cost to the contractor? | Yes, the contractor will complete change of payee, change of placement, continuing disability reviews, non-medical reviews in house. No, all services will be included in this contract. |
| 3. | | | Would DHHS please provide the amount spent last year for these services? | In calendar year 2019, DHHS paid \$9,660.00 for Payee Changes only. |
| 4. | | | Can DHHS confirm whether the new contractor will be responsible for applications | DHHS will pay for Payee Changes that begin prior to the end of the current contract's term of June 30, 2020 to the current contractor. |

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| | | | <p>already in the pipeline?</p> <p>If so, how will the new contractor be compensated?</p> | <p>DHHS will pay the new contractor for any Payee Changes, applications, or appeals that begin after the new contract's start date.</p> |
| 5. | | | <p>Will the new contractor be required to be SSI/SSDI Outreach, Access, and Recovery (SOAR) certified to work on this project?</p> <p>During the proposal evaluation stage, would DHHS evaluate a SOAR-certified contractor more favorably?</p> | <p>No.</p> <p>Bidders should list any relevant experience and certifications in response to the Corporate Overview section.</p> |
| 6. | | | <p>Would DHHS please confirm if there is a contractor currently providing all these services required in the RFP?</p> | <p>DHHS currently has a contract for Payee Changes only.</p> |
| 7. | | | <p>Will DHHS require an attorney on staff to process appeals and administrative law judge (ALJ) hearings?</p> <p>During the proposal evaluation stage, would DHHS evaluate a contractor that has an attorney on staff for Hearings more favorably?</p> | <p>No.</p> <p>Bidders should identify the specific professionals who will work on the State's project in response to the Corporate Overview section.</p> |
| 8. | | | <p>What is the average length of time for an SSI application decision?</p> | <p>DHHS estimates six (6) months average from the start of an SSI application to final decision.</p> |
| 9. | | | <p>Would DHHS please provide the SSI approval rating for last year?</p> | <p>The approval percentage is unknown, as DHHS or its contractor currently do not submit SSI applications for all State wards. The current contract is for Payee Changes only.</p> |
| 10. | | | <p>Would DHHS please provide the breakdown of how many wards receive SSI versus SSA benefits?</p> | <p>Currently DHHS has 144 SSI recipients and 218 SSA recipients.</p> |

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| 11. | | | Can DHHS confirm whether disabled adult child (DAC) claims are considered an SSI application and not an SSA application since a medical decision is needed? | All applications for disabled individuals, including DAC, would be for SSI. |
| 12. | I.H | Page 3 | <p>The RFP states that “Bidders should submit one proposal marked on the first page: “ORIGINAL... The Request for Proposal form must be manually signed in an indelible manner and returned by the proposal opening date and time along with the bidder’s Request for Proposal and any other requirements as stated in the Request for Proposal document in order for the bidder’s Request for Proposal response to be evaluated.”</p> <p>In light of current concerns and uncertainties around COVID-19, guidance from the CDC on social distancing and potential for DHHS/State Purchasing Bureau offices to be closed, would DHHS consider accepting signed electronic-only signatures and submissions (via email)?</p> | Yes. Please see 6262 Z1 Addendum One – Revision 1. |
| 13. | I.T | Page 6 | <p>In order to accurately price the required services outlined in the RFP, it is important for prospective contractors to understand actual volumes expected. Is it DHHS’s intent to award this contract to one contractor or will the work be performed by multiple contractors?</p> <p>Can DHHS also provide the budget for these services?</p> | <p>DHHS intends to award a single contract, but reserves the right to award contracts per section I.T of the RFP.</p> <p>Please provide your solution to meet all the requirements of the RFP and the Cost associated to accomplish that.</p> |

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| 14. | II.O | Page 13 | <p>RFP Section II.O Liquidated Damages states that “Failure to initiate an application for SSI funding upon recommendation from DHHS within thirty (30) days may result in an assessment of liquidated damages due the State of \$1,000.00 dollars per week or any portion thereof, until the application is initiated. Failure to initiate an application for SSA funding upon recommendation from DHHS within thirty (30) days may result in an assessment of liquidated damages due the State of \$500.00 dollars per week or any portion thereof, until the application is initiated. Contractor will be notified in writing when liquidated damages will commence.”</p> <p>Prior to liquidated damages being assessed, will there be an opportunity for a corrective action plan?</p> | No. |
| 15. | II.R | Page 14 | <p>RFP Section II.R states that “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”).”</p> <p>Can DHHS confirm that a pandemic such as the current COVID-19 pandemic would be considered a Force Majeure event?</p> | <p>The COVID-19 pandemic is not a per se Force Majeure event requiring contract relief. If the Contractor would like relief due to a Force Majeure event, the selected Contractor must submit notice concerning a Force Majeure event to the State indicating the following:</p> <ol style="list-style-type: none"> 1. What specific concern(s) is the Contractor expressing? 2. What specific contractual obligation(s) is impacted by the event? 3. Is the specific concern directly caused by the event? |

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| | | | | <p>4. Was the specific concern existing prior to the event?</p> <p>5. How is performance of a specific contractual obligation directly affected by the event?</p> <p>6. What is the estimated duration the specific contractual obligation(s) will be affected?</p> <p>Based on said notice, the State may amend the contract to declare a Force Majeure event.</p> |
| 16. | V.A.1 | Page 27 | <p>Will DHHS provide referrals with regard to ensuring a 30-day review, or</p> <p>does DHHS expect the contractor to review all 3,000 plus cases within 30 days for submissions?</p> | <p>DHHS will provide a monthly report for new State wards in addition to referrals from Children and Family Services Specialists. The 30-day time period would start from the date monthly report is sent to the contractor or a referral from a Children and Family Services Specialists is sent.</p> <p>The contractor must review all existing cases for possible eligibility, but this review of all cases will not expected to be completed in a 30 day time period. The 30 days would only apply to new cases or referrals received each month.</p> |
| 17. | V.A.3 | Page 27 | <p>The Scope of Work states that the contractor will submit applications to the Social Security Administration for DHHS to become the representative payee of DHHS wards; however, this is not reflected in the payment structure.</p> <p>Can DHHS confirm whether the current</p> | <p>Payee Change is listed on the Cost Proposal and will be part of the contract resulting from this RFP.</p> |

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| | | | contractor will continue to do this work or will this be added to the scope and payment structure of the new contract? | |
| 18. | V.B | Page 27 | <p>“Over the past three (3) years, the average number of new SSA applications per year was 15. The average number of new SSI applications per year was 20. The average number of payee change applications, which includes new SSA and SSI applications was 295.”</p> <p>Would DHHS please provide the number of applications filed last year?</p> | <p>DHHS does not have the number of new SSA and SSI applications for last year. See response to question #9.</p> <p>The number of Payee Changes for calendar year 2019 was 233.</p> |
| 19. | V.C | Page 27 | <p>“The Contractor must provide all supplies and equipment throughout the term of the contract including, but not limited to: transportation, workspace, cell phone, computer, email, internet, etc.”</p> <p>Does the current contractor have an office with dedicated staff to provide these services?</p> | Please provide a response that best meets the requirements of the RFP. |
| 20. | V.C | Page 27 | <p>Is there space available at the State facility for the new contractor to have an office/workspace?</p> <p>Can DHHS confirm that there might be space for the new contractor to rent?</p> | <p>No.</p> <p>There will not be space available to rent from the State of Nebraska.</p> |
| 21. | V.D.1 | Page 27 | Can DHHS confirm if the Contractor will be receiving referrals from CFS workers as well? | See response to question #16. |
| 22. | V.D.1 | Page 27 | Can DHHS confirm that the Contractor will | Yes. |

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| | | | have access to financial screens to determine if the wards are IV-B or IV-E eligible? | |
| 23. | V.D.1.c | Page 27 | <p>RFP Section V.D.1c states that “DHHS will review the notification and determine within ten (10) business days if the Contractor should proceed with an application for any DHHS ward.”</p> <p>Would DHHS please define the notification that contractors will receive?</p> <p>Does this mean that DHHS will make the judgement for the contractor to file all SSI and SSA claims?</p> | <p>The notification is comprised of the items specified in section V.D.1.b.</p> <p>Yes, DHHS will make the judgement for the contractor to file all SSI and SSA claims.</p> |

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

**ADDENDUM FIVE, ADDITIONAL QUESTION and ANSWER
AND
REVISED SCHEDULE OF EVENTS**

Date: April 21, 2020
 To: All Bidders
 From: Annette Walton/Nancy Storant, Buyers
 AS Materiel State Purchasing Bureau
 RE: Addendum for Request for Proposal Number 6262 Z1 to be opened April 29, 2020 at 2:00 P.M. Central Time

Additional Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

| <u>Question Number</u> | <u>RFP Section Reference</u> | <u>Question</u> | <u>State Response</u> |
|------------------------|------------------------------|---|--|
| 1. | V.D. | <<Omitted>> has a follow-up question regarding answers to questions released on April 15. Could you please clarify that contractors can modify the State-provided cost form to include change of placement, continuing disability reviews, and non-medical reviews as indicated in the response to Question #2? | <p>Section V.D.7 will be added as follows:</p> <p>The Contractor will respond to and complete Social Security Administration disability or non-medical reviews for SSI or SSA to maintain eligibility.</p> <p>Change of placements will continue to be done by our CFSS and IM-FC workers to the Social Security Administration via the Governments Service Organization (GSO) Account system. This will not be a part of the contractor's duties.</p> |

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| | | | Please see Cost Proposal Revision One. Bidders must use Cost Proposal Revision One with no changes to the format. |
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Revised Schedule of Events

| | | |
|----|---|---|
| 1. | Proposal Opening Location for paper submission: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508 Electronic submissions: https://nebraska.sharefile.com/r-r0504ddb951d4459a | April 22, 2020 April 29, 2020 2:00 PM Central Time |
| 2. | Review for conformance to solicitation requirements | April 23, 2020 April 30, 2020 |
| 3. | Evaluation period | April 24, 2020 May 1, 2020 Through May 15, 2020 Through May 8, 2020 |
| 4. | “Oral Interviews/Presentations and/or Demonstrations” (if required) | TBD |
| 5. | Post “Notification of Intent to Award” to Internet at: and/or http://das.nebraska.gov/materiel/purchasing.html | May 12, 2020 May 15, 2020 |
| 6. | Contract finalization period | May 12, 2020 May 15, 2020 Through June 2, 2020 |
| 7. | Contract award | June 3, 2020 |
| 8. | Contractor start date | June 8, 2020 |

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

ADDENDUM SIX

Date: April 28, 2020
To: All Bidders
From: Annette Walton / Nancy Storant, Buyers
Nebraska State Purchasing Bureau
RE: Addendum for RFP Number 6262 Z1 to be opened April 29, 2020 at 2:00:00 p.m.
Central

The Change in Procurement Procedure allowing for electronic submission of bids through ShareFile has the following change:

Please use the following Link to upload proposal documents:

<https://nebraska.sharefile.com/r-rcd9e09b62004a76b>

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

c. Contractors Duties

Please find Section III. Contractors Duties on the next page.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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 Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|---|-----------------|
| KF | | | |

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

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than 30 days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

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

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the initial term of the contract. Any request for a price increase subsequent to the initial term of the contract shall not exceed three percent (3%) of the price bid for the period. Increases shall be cumulative. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. PERMITS, REGULATIONS, LAWS

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

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.

H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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.

I. INSURANCE REQUIREMENTS

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

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

3. EVIDENCE OF COVERAGE

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

Nebraska Department of Health and Human Services
 Division of Children and Family Services
 Attn: Foster Care Program Manager
 301 Centennial Mall South
 Nebraska State Office Building, 3rd floor
 P.O. Box 95026
 Lincoln, NE 68509-5026

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.

J. ANTITRUST

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

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.

K. CONFLICT OF INTEREST

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

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

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

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

L. STATE PROPERTY

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

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

M. SITE RULES AND REGULATIONS

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

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.

N. ADVERTISING

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

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

O. 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.

P. DISASTER RECOVERY/BACK UP PLAN

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

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

Q. DRUG POLICY

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

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.

R. WARRANTY

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

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 90 days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all 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.

d. Payment

Please find Section IV. Payment on the next page.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices must include at a minimum the DHHS ward’s first and last name, Master Case number, whether the application is for SSA or SSI, date payee change to DHHS is made, and dollar amount. Invoices must be submitted electronically by the 10th calendar day of each month. An email address will be provided to the Contractor after the start of the contract. The terms and conditions included in the Contractor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

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

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

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

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

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

provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

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 (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

e. Licenses & User Agreements

PCG does not wish to submit any license, user agreement, service level agreement, or similar documents to incorporate into the contract.

f. Insurance Certificates

Please find PCG's Insurance Certificates on the next page.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|----------------------|
| PRODUCER Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110 | CONTACT NAME: Laurie McLaughlin Clark | |
| | PHONE (A/C No. Ext): | FAX (A/C No): |
| E-MAIL ADDRESS: lclark@hayscompanies.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Great Northern Insurance Company | | 20303 |
| INSURER B: Federal Insurance Company | | 20281 |
| INSURER C: Allied World Assurance Co (U.S.) Inc | | 10690 |
| INSURER D: ACE American Insurance Company | | 22667 |
| INSURER E: | | |
| INSURER F: | | |


COVERAGES **CERTIFICATE NUMBER:** 2020-21 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|------------------------------------|-------------------------|-------------------------|--|---------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 35855036 | 4/1/2020 | 4/1/2021 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ Included |
| | | | | | | | Employee Benefits | \$ 1,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 73540440 | 4/1/2020 | 4/1/2021 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 0311-2674 | 4/1/2020 | 4/1/2021 | EACH OCCURRENCE | \$ 10,000,000 |
| | | | | | | | AGGREGATE | \$ 10,000,000 |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 71724811 | 12/31/2019 | 12/31/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| D | Professional/Cyber Liability Claims Made | | | D95159837 Retro Date: 2/27/1997 | 4/1/2020 | 4/1/2021 | Each Claim/Aggregate | \$10,000,000 |
| | | | | | | | Retention | \$250,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

| | |
|-----------------------|--|
| Evidence of Insurance | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE James Hays / CEMITC  |

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g. Financial Statements

Please find PCG's financial statement as a separate document.

h. Banking Reference Letter

Please find PCG's banking reference letter on the next page.

February 20, 2020

Reference

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

ABA: 211070175
DDA: 1109586385

To Whom It May Concern:

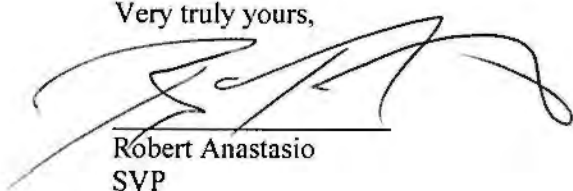
This letter will confirm that Public Consulting Group, Inc. ("PCG") and Public Partnerships LLC ("PPL") are commercial banking clients of Citizens, NA ("the Bank"). We have worked with PCG and PPL for many years and they have always handled their relationships in an exemplary fashion.

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

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

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

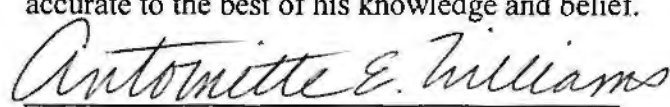
Very truly yours,



Robert Anastasio
SVP

Commonwealth of Massachusetts
Suffolk, ss

On this 20th day of February, 2020 before me the undersign notary public, personally appeared Robert Anastasio proved to me through satisfactory evidence of identification, Mass Driver's License to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.


Notary Public

