STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 7	10/06/20
BUSINESS UNIT 25400113	BUYER ANNETTE WALTON (AS)

CONTRACT NUMBER
88771 O4

VENDOR NUMBER: 3496207

VENDOR ADDRESS:

LUTHERAN FAMILY SERVICES OF NE INC
124 S 24TH ST STE 230
OMAHA NE 68102-1226

THE CONTRACT PERIOD IS:

OCTOBER 30, 2019 THROUGH OCTOBER 29, 2021

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 6126 Z1

Contract to supply and deliver Foster and Adoptive Parent Home Study Services to the State of Nebraska as per the attached specifications for the period October 30, 2019 through October 29, 2021. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Donna Magnuson
Phone (Office): 402-342-7038
Phone (Cellular): 402-658-2602
Fax: 402-342-6408
E-Mail: dmagnuson@lfsneb.org

(10/30/19 sc)

AMENDMENT ONE (1) AS ATTACHED. (10/6/20 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	EASTERN SVC AREA HOME STUDIES INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	134.0000	EA	750.0000	100,500.00
2	OPT ESA REN LICENSE HOME STUDY INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	10.0000	EA	380.0000	3,800.00
3	NORTHERN SVC AREA HOME STUDY INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	50.0000	EA	750.0000	37,500.00

DocuSigned by:
Annette Walton 10/28/2020 PK
2538D0EE0E0A446...
BUYER

DocuSigned by:
10/28/2020
6F1A26D8C1D24BC...
MATERIEL ADMINISTRATOR

DHHS Division Director

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
2 of 7	10/06/20
BUSINESS UNIT 25400113	BUYER ANNETTE WALTON (AS)

VENDOR NUMBER: 3496207

CONTRACT NUMBER
88771 O4

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
4	OPT NSA REN LICENSE HOME STUDY INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	10.0000	EA	380.0000	3,800.00
5	SOUTHEAST SVC AREA HOME STUDY INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	105.0000	EA	750.0000	78,750.00
6	OPT SESA REN LICENSE HOME STUDY INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	10.0000	EA	380.0000	3,800.00
7	CENTRAL SVC AREA HOME STUDY INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	102.0000	EA	750.0000	76,500.00
8	OPT CSA REN LICENSE HOME STUDY INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	10.0000	EA	380.0000	3,800.00
9	WESTERN SVC CARE HOME STUDY INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	240.0000	EA	750.0000	180,000.00
10	OPT WSA REN LICENSE HOME STUDY INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	10.0000	EA	380.0000	3,800.00
11	EASTERN SVC AREA HOME STUDIES INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21	134.0000	EA	750.0000	100,500.00
12	OPT ESA REN LICENSE HOME STUDY INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21	10.0000	EA	380.0000	3,800.00
13	NORTHERN SVC AREA HOME STUDY	50.0000	EA	750.0000	37,500.00

DS
AW
BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
3 of 7	10/06/20
BUSINESS UNIT 25400113	BUYER ANNETTE WALTON (AS)

VENDOR NUMBER: 3496207

CONTRACT NUMBER
88771 O4

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21				
14	OPT NSA REN LICENSE HOME STUDY INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21	10.0000	EA	380.0000	3,800.00
15	SOUTHEAST SVC AREA HOME STUDY INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21	105.0000	EA	750.0000	78,750.00
16	OPT SESA REN LICENSE HOME STUDY INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21	10.0000	EA	380.0000	3,800.00
17	CENTRAL SVC AREA HOME STUDY INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21	102.0000	EA	750.0000	76,500.00
18	OPT CSA REN LICENSE HOME STUDY INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21	10.0000	EA	380.0000	3,800.00
19	WESTERN SVC CARE HOME STUDY INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21	240.0000	EA	750.0000	180,000.00
20	OPT WSA REN LICENSE HOME STUDY INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21	10.0000	EA	380.0000	3,800.00
21	EASTERN SVC AREA HOME STUDIES OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	134.0000	EA	772.5000	103,515.00
22	OPT ESA REN LICENSE HOME STUDY OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	10.0000	EA	391.0000	3,910.00

DS
AW
BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
4 of 7	10/06/20
BUSINESS UNIT	BUYER
25400113	ANNETTE WALTON (AS)

VENDOR NUMBER: 3496207

CONTRACT NUMBER
88771 O4

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
23	NORTHERN SVC AREA HOME STUDY OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	50.0000	EA	772.5000	38,625.00
24	OPT NSA REN LICENSE HOME STUDY OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	10.0000	EA	391.0000	3,910.00
25	SOUTHEAST SVC AREA HOME STUDY OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	105.0000	EA	772.5000	81,112.50
26	OPT SESA REN LICENSE HOME STUDY OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	10.0000	EA	391.0000	3,910.00
27	CENTRAL SVC AREA HOME STUDY OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	102.0000	EA	772.5000	78,795.00
28	OPT CSA REN LICENSE HOME STUDY OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	10.0000	EA	391.0000	3,910.00
29	WESTERN SVC CARE HOME STUDY OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	240.0000	EA	772.5000	185,400.00
30	OPT WSA REN LICENSE HOME STUDY OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	10.0000	EA	391.0000	3,910.00
31	EASTERN SVC AREA HOME STUDIES OPT RENEWAL TWO YEAR FOUR 10/30/22 - 10/29/23	134.0000	EA	772.5000	103,515.00
32	OPT ESA REN LICENSE HOME STUDY OPT RENEWAL TWO YEAR FOUR	10.0000	EA	391.0000	3,910.00

DS
AW
BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
	10/06/20
BUSINESS UNIT	BUYER
25400113	ANNETTE WALTON (AS)

VENDOR NUMBER: 3496207

CONTRACT NUMBER
88771 O4

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	10/30/22 - 10/29/23				
33	NORTHERN SVC AREA HOME STUDY OPT RENEWAL TWO YEAR FOUR 10/30/22 - 10/29/23	50.0000	EA	772.5000	38,625.00
34	OPT NSA REN LICENSE HOME STUDY OPT RENEWAL TWO YEAR FOUR 10/30/22 - 10/29/23	10.0000	EA	391.0000	3,910.00
35	SOUTHEAST SVC AREA HOME STUDY OPT RENEWAL TWO YEAR FOUR 10/30/22 - 10/29/23	105.0000	EA	772.5000	81,112.50
36	OPT SESA REN LICENSE HOME STUDY OPT RENEWAL TWO YEAR FOUR 10/30/22 - 10/29/23	10.0000	EA	391.0000	3,910.00
37	CENTRAL SVC AREA HOME STUDY OPT RENEWAL TWO YEAR FOUR 10/30/22 - 10/29/23	102.0000	EA	772.5000	78,795.00
38	OPT CSA REN LICENSE HOME STUDY OPT RENEWAL TWO YEAR FOUR 10/30/22 - 10/29/23	10.0000	EA	391.0000	3,910.00
39	WESTERN SVC CARE HOME STUDY OPT RENEWAL TWO YEAR FOUR 10/30/22 - 10/29/23	240.0000	EA	772.5000	185,400.00
40	OPT WSA REN LICENSE HOME STUDY OPT RENEWAL TWO YEAR FOUR 10/30/22 - 10/29/23	10.0000	EA	391.0000	3,910.00
41	EASTERN SVC AREA HOME STUDIES OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	134.0000	EA	796.0000	106,664.00

DS
AW
BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
6 of 7	10/06/20
BUSINESS UNIT	BUYER
25400113	ANNETTE WALTON (AS)

VENDOR NUMBER: 3496207

CONTRACT NUMBER
88771 O4

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
42	OPT ESA REN LICENSE HOME STUDY OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	10.0000	EA	403.0000	4,030.00
43	NORTHERN SVC AREA HOME STUDY OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	50.0000	EA	796.0000	39,800.00
44	OPT NSA REN LICENSE HOME STUDY OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	10.0000	EA	403.0000	4,030.00
45	SOUTHEAST SVC AREA HOME STUDY OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	105.0000	EA	796.0000	83,580.00
46	OPT SESA REN LICENSE HOME STUDY OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	10.0000	EA	403.0000	4,030.00
47	CENTRAL SVC AREA HOME STUDY OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	102.0000	EA	796.0000	81,192.00
48	OPT CSA REN LICENSE HOME STUDY OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	10.0000	EA	403.0000	4,030.00
49	WESTERN SVC CARE HOME STUDY OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	240.0000	EA	796.0000	191,040.00
50	OPT WSA REN LICENSE HOME STUDY OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	10.0000	EA	403.0000	4,030.00
51	EASTERN SVC AREA HOME STUDIES OPT RENEWAL FOUR YEAR SIX	134.0000	EA	796.0000	106,664.00

DS
AW
BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
7 of 7	10/06/20
BUSINESS UNIT	BUYER
25400113	ANNETTE WALTON (AS)

VENDOR NUMBER: 3496207

CONTRACT NUMBER
88771 O4

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	10/30/24 - 10/29/25				
52	OPT ESA REN LICENSE HOME STUDY OPT RENEWAL FOUR YEAR SIX 10/30/24 - 10/29/25	10.0000	EA	403.0000	4,030.00
53	NORTHERN SVC AREA HOME STUDY OPT RENEWAL FOUR YEAR SIX 10/30/24 - 10/29/25	50.0000	EA	796.0000	39,800.00
54	OPT NSA REN LICENSE HOME STUDY OPT RENEWAL FOUR YEAR SIX 10/30/24 - 10/29/25	10.0000	EA	403.0000	4,030.00
55	SOUTHEAST SVC AREA HOME STUDY OPT RENEWAL FOUR YEAR SIX 10/30/24 - 10/29/25	105.0000	EA	796.0000	83,580.00
56	OPT SESA REN LICENSE HOME STUDY OPT RENEWAL FOUR YEAR SIX 10/30/24 - 10/29/25	10.0000	EA	403.0000	4,030.00
57	CENTRAL SVC AREA HOME STUDY OPT RENEWAL FOUR YEAR SIX 10/30/24 - 10/29/25	102.0000	EA	796.0000	81,192.00
58	OPT CSA REN LICENSE HOME STUDY OPT RENEWAL FOUR YEAR SIX 10/30/24 - 10/29/25	10.0000	EA	403.0000	4,030.00
59	WESTERN SVC CARE HOME STUDY OPT RENEWAL FOUR YEAR SIX 10/30/24 - 10/29/25	240.0000	EA	796.0000	191,040.00
60	OPT WSA REN LICENSE HOME STUDY OPT RENEWAL FOUR YEAR SIX 10/30/24 - 10/29/25	10.0000	EA	403.0000	4,030.00
	Total Order				**3,043,347.00**

DS
AW
BUYER INITIALS

AMENDMENT ONE
Contract 88771 O4
Foster and Adoptive Parent Home Study Services for the State of Nebraska
Between
The State of Nebraska and Lutheran Family Services of NE Inc.

This Amendment (the "Amendment") is made by the State of Nebraska and Lutheran Family Services of NE Inc. (the "Contractor") parties to Contract 88771 O4 (the "Contract") and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon execution as follows:

1. Cyber Liability Insurance requirements coverage will be deleted and replaced with the following.

CYBER LIABILITY	$1,000,000
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	

2. Section III.G.3. EVIDENCE OF COVERAGE will be deleted and replaced with the following:

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:

State Purchasing Bureau
Buyer: Annette Walton
Email: annette.walton@nebraska.gov

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.

This Amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska	Contractor: Lutheran Family Services of NE Inc.
DocuSigned by:	DocuSigned by:
By:	By:
6F1A26D8C1D24BC...	A13C9FCD466844D...
Name: Doug Carlson	Name: Stacy Martin
Title: Materiel Administrator	Title: President & CEO
Date: 10/28/2020	Date: 10/27/2020

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 7	10/30/19
BUSINESS UNIT 25400113	BUYER ANNETTE WALTON (AS)

CONTRACT NUMBER
88771 O4

VENDOR NUMBER: 3496207

VENDOR ADDRESS:

LUTHERAN FAMILY SERVICES OF NE INC
124 S 24TH ST STE 230
OMAHA NE 68102-1226

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 30, 2019 THROUGH OCTOBER 29, 2021

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 6126 Z1

Contract to supply and deliver Foster and Adoptive Parent Home Study Services to the State of Nebraska as per the attached specifications for the period October 30, 2019 through October 29, 2021. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Donna Magnuson
Phone (Office): 402-342-7038
Phone (Cellular): 402-658-2602
Fax: 402-342-6408
E-Mail: dmagnuson@lfsneb.org

(10/30/19 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	EASTERN SVC AREA HOME STUDIES INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	134.0000	EA	750.0000	100,500.00
2	OPT ESA REN LICENSE HOME STUDY INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	10.0000	EA	380.0000	3,800.00
3	NORTHERN SVC AREA HOME STUDY INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	50.0000	EA	750.0000	37,500.00
4	OPT NSA REN LICENSE HOME STUDY INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	10.0000	EA	380.0000	3,800.00

DHHS Division Director

12/2/19 Annette Walton 11/26/19
BUYER

12/3/19
MATERIEL ADMINISTRATOR

R43500|NISK0002|NISK0002 20150901

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
2 of 7	10/30/19
BUSINESS UNIT 25400113	BUYER ANNETTE WALTON (AS)

VENDOR NUMBER: 3496207

CONTRACT NUMBER
88771 O4

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
5	SOUTHEAST SVC AREA HOME STUDY INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	105.0000	EA	750.0000	78,750.00
6	OPT SESA REN LICENSE HOME STUDY INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	10.0000	EA	380.0000	3,800.00
7	CENTRAL SVC AREA HOME STUDY INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	102.0000	EA	750.0000	76,500.00
8	OPT CSA REN LICENSE HOME STUDY INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	10.0000	EA	380.0000	3,800.00
9	WESTERN SVC CARE HOME STUDY INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	240.0000	EA	750.0000	180,000.00
10	OPT WSA REN LICENSE HOME STUDY INITIAL AWARD YEAR ONE 10/30/19 - 10/29/20	10.0000	EA	380.0000	3,800.00
11	EASTERN SVC AREA HOME STUDIES INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21	134.0000	EA	750.0000	100,500.00
12	OPT ESA REN LICENSE HOME STUDY INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21	10.0000	EA	380.0000	3,800.00
13	NORTHERN SVC AREA HOME STUDY INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21	50.0000	EA	750.0000	37,500.00
14	OPT NSA REN LICENSE HOME STUDY INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21	10.0000	EA	380.0000	3,800.00

AW
BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
3 of 7	10/30/19
BUSINESS UNIT	BUYER
25400113	ANNETTE WALTON (AS)

VENDOR NUMBER: 3496207

CONTRACT NUMBER
88771 O4

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
15	SOUTHEAST SVC AREA HOME STUDY INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21	105.0000	EA	750.0000	78,750.00
16	OPT SESA REN LICENSE HOME STUDY INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21	10.0000	EA	380.0000	3,800.00
17	CENTRAL SVC AREA HOME STUDY INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21	102.0000	EA	750.0000	76,500.00
18	OPT CSA REN LICENSE HOME STUDY INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21	10.0000	EA	380.0000	3,800.00
19	WESTERN SVC CARE HOME STUDY INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21	240.0000	EA	750.0000	180,000.00
20	OPT WSA REN LICENSE HOME STUDY INITIAL AWARD YEAR TWO 10/30/20 - 10/29/21	10.0000	EA	380.0000	3,800.00
21	EASTERN SVC AREA HOME STUDIES OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	134.0000	EA	772.5000	103,515.00
22	OPT ESA REN LICENSE HOME STUDY OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	10.0000	EA	391.0000	3,910.00
23	NORTHERN SVC AREA HOME STUDY OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	50.0000	EA	772.5000	38,625.00
24	OPT NSA REN LICENSE HOME STUDY OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	10.0000	EA	391.0000	3,910.00

AW
BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE	ORDER DATE
4 of 7	10/30/19
BUSINESS UNIT	BUYER
25400113	ANNETTE WALTON (AS)

VENDOR NUMBER: 3496207

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
88771 O4

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
25	SOUTHEAST SVC AREA HOME STUDY OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	105.0000	EA	772.5000	81,112.50
26	OPT SESA REN LICENSE HOME STUDY OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	10.0000	EA	391.0000	3,910.00
27	CENTRAL SVC AREA HOME STUDY OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	102.0000	EA	772.5000	78,795.00
28	OPT CSA REN LICENSE HOME STUDY OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	10.0000	EA	391.0000	3,910.00
29	WESTERN SVC CARE HOME STUDY OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	240.0000	EA	772.5000	185,400.00
30	OPT WSA REN LICENSE HOME STUDY OPT RENEWAL ONE YEAR THREE 10/30/21 - 10/29/22	10.0000	EA	391.0000	3,910.00
31	EASTERN SVC AREA HOME STUDIES OPT RENEWAL TWO YEAR FOUR 10/30/22 - 10/29/23	134.0000	EA	772.5000	103,515.00
32	OPT ESA REN LICENSE HOME STUDY OPT RENEWAL TWO YEAR FOUR 10/30/22 - 10/29/23	10.0000	EA	391.0000	3,910.00
33	NORTHERN SVC AREA HOME STUDY OPT RENEWAL TWO YEAR FOUR 10/30/22 - 10/29/23	50.0000	EA	772.5000	38,625.00
34	OPT NSA REN LICENSE HOME STUDY OPT RENEWAL TWO YEAR FOUR 10/30/22 - 10/29/23	10.0000	EA	391.0000	3,910.00

AW
BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
5 of 7	10/30/19
BUSINESS UNIT	BUYER
25400113	ANNETTE WALTON (AS)

VENDOR NUMBER: 3496207

CONTRACT NUMBER
88771 O4

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
35	SOUTHEAST SVC AREA HOME STUDY OPT RENEWAL TWO YEAR FOUR 10/30/22 - 10/29/23	105.0000	EA	772.5000	81,112.50
36	OPT SESA REN LICENSE HOME STUDY OPT RENEWAL TWO YEAR FOUR 10/30/22 - 10/29/23	10.0000	EA	391.0000	3,910.00
37	CENTRAL SVC AREA HOME STUDY OPT RENEWAL TWO YEAR FOUR 10/30/22 - 10/29/23	102.0000	EA	772.5000	78,795.00
38	OPT CSA REN LICENSE HOME STUDY OPT RENEWAL TWO YEAR FOUR 10/30/22 - 10/29/23	10.0000	EA	391.0000	3,910.00
39	WESTERN SVC CARE HOME STUDY OPT RENEWAL TWO YEAR FOUR 10/30/22 - 10/29/23	240.0000	EA	772.5000	185,400.00
40	OPT WSA REN LICENSE HOME STUDY OPT RENEWAL TWO YEAR FOUR 10/30/22 - 10/29/23	10.0000	EA	391.0000	3,910.00
41	EASTERN SVC AREA HOME STUDIES OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	134.0000	EA	796.0000	106,664.00
42	OPT ESA REN LICENSE HOME STUDY OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	10.0000	EA	403.0000	4,030.00
43	NORTHERN SVC AREA HOME STUDY OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	50.0000	EA	796.0000	39,800.00
44	OPT NSA REN LICENSE HOME STUDY OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	10.0000	EA	403.0000	4,030.00

AW
BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

Slate Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
6 of 7	10/30/19
BUSINESS UNIT 25400113	BUYER ANNETTE WALTON (AS)

VENDOR NUMBER: 3496207

CONTRACT NUMBER
88771 O4

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
45	SOUTHEAST SVC AREA HOME STUDY OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	105.0000	EA	796.0000	83,580.00
46	OPT SESA REN LICENSE HOME STUDY OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	10.0000	EA	403.0000	4,030.00
47	CENTRAL SVC AREA HOME STUDY OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	102.0000	EA	796.0000	81,192.00
48	OPT CSA REN LICENSE HOME STUDY OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	10.0000	EA	403.0000	4,030.00
49	WESTERN SVC CARE HOME STUDY OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	240.0000	EA	796.0000	191,040.00
50	OPT WSA REN LICENSE HOME STUDY OPT RENEWAL THREE YEAR FIVE 10/30/23 - 10/29/24	10.0000	EA	403.0000	4,030.00
51	EASTERN SVC AREA HOME STUDIES OPT RENEWAL FOUR YEAR SIX 10/30/24 - 10/29/25	134.0000	EA	796.0000	106,664.00
52	OPT ESA REN LICENSE HOME STUDY OPT RENEWAL FOUR YEAR SIX 10/30/24 - 10/29/25	10.0000	EA	403.0000	4,030.00
53	NORTHERN SVC AREA HOME STUDY OPT RENEWAL FOUR YEAR SIX 10/30/24 - 10/29/25	50.0000	EA	796.0000	39,800.00
54	OPT NSA REN LICENSE HOME STUDY OPT RENEWAL FOUR YEAR SIX 10/30/24 - 10/29/25	10.0000	EA	403.0000	4,030.00

AW
BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE	ORDER DATE
7 of 7	10/30/19
BUSINESS UNIT 25400113	BUYER ANNETTE WALTON (AS)

VENDOR NUMBER: 3496207

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
88771 O4

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
55	SOUTHEAST SVC AREA HOME STUDY OPT RENEWAL FOUR YEAR SIX 10/30/24 - 10/29/25	105.0000	EA	796.0000	83,580.00
56	OPT SESA REN LICENSE HOME STUDY OPT RENEWAL FOUR YEAR SIX 10/30/24 - 10/29/25	10.0000	EA	403.0000	4,030.00
57	CENTRAL SVC AREA HOME STUDY OPT RENEWAL FOUR YEAR SIX 10/30/24 - 10/29/25	102.0000	EA	796.0000	81,192.00
58	OPT CSA REN LICENSE HOME STUDY OPT RENEWAL FOUR YEAR SIX 10/30/24 - 10/29/25	10.0000	EA	403.0000	4,030.00
59	WESTERN SVC CARE HOME STUDY OPT RENEWAL FOUR YEAR SIX 10/30/24 - 10/29/25	240.0000	EA	796.0000	191,040.00
60	OPT WSA REN LICENSE HOME STUDY OPT RENEWAL FOUR YEAR SIX 10/30/24 - 10/29/25	10.0000	EA	403.0000	4,030.00
	Total Order				**3,043,347.00**

BUYER INITIALS

For public information purposes only; not part of contract.

Request for Proposal Number 6126 Z1
Contract Number 88771 O4
Proposal Opening: September 18, 2019

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

NONE

ORIGINAL

Form A
Bidder Contact Sheet
Request for Proposal Number 6126 Z1

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

Preparation of Response Contact Information	
Bidder Name:	Lutheran Family Services of Nebraska, Inc.
Bidder Address:	124 South 24th Street Omaha, NE 68102
Contact Person & Title:	Margaret Katona, Grant Writer
E-mail Address:	mkatona@lfsneb.org
Telephone Number (Office):	(402) 978-5608
Telephone Number (Cellular):	(402) 516-4072
Fax Number:	(402) 342-6408

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:	Donna Magnuson
Bidder Address:	124 South 24th Street Omaha, NE 68102
Contact Person & Title:	Donna Magnuson, Chief Program Officer
E-mail Address:	dmagnuson@lfsneb.org
Telephone Number (Office):	(402) 342-7038
Telephone Number (Cellular):	(402) 658-2602
Fax Number:	(402) 342-6408

Lutheran Family Services
of Nebraska, Inc.
124 South 24th Street, Suite 230 • Omaha, NE 68102
(402) 342-7038 • Fax (402) 342-6408 • LFSneb.org

Signed Request for Proposal for Contractual Services Form RFP Number 6126 Z1

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

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

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

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

FIRM:	Lutheran Family Services of Nebraska, Inc.
COMPLETE ADDRESS:	124 South 24th Street; Omaha, NE 68102
TELEPHONE NUMBER:	(402) 342-7038
FAX NUMBER:	(402) 342-6408
DATE:	9/18/19
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	**Stacy Martin, President/CEO**

Lutheran Family Services
of Nebraska, Inc.
124 South 24th Street, Suite 230 • Omaha, NE 68102
(402) 342-7038 • Fax (402) 342-6408 • LFSneb.org

II. Terms and Conditions

RFP Number 6126 Z1

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 RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

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

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

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

A. GENERAL

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

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

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

These documents constitute the entirety of the contract.

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

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

B. NOTIFICATION

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

Contractor and State shall identify the contract managers who shall serve as the points of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

C. BUYER REPRESENTATIVE

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

The State reserves the right to appoint a Buyer's Representative to manage [or assist the State Purchasing 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

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

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

F. CHANGE ORDERS

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

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

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

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

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

H. BREACH

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

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.

I. NON-WAIVER OF BREACH

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

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

J. SEVERABILITY

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

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.

K. INDEMNIFICATION

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

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. **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.

3. **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.

4. 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.

L. ATTORNEY'S FEES

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

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

M. ASSIGNMENT, SALE, OR MERGER

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

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.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

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

O. FORCE MAJEURE

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

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.

P. CONFIDENTIALITY

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

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.

Q. 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.

R. LONG-TERM CARE OMBUDSMAN (Statutory)

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

S. SUSPENSION OF SERVICES

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

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

In the event of such suspension, the DHHS Chief Operating Officer/Contract Administrator or designee will issue a written Stop Work Order to the Contractor. The Stop Work Order will specify which activities are to be immediately suspended, the reason(s) for the suspension, and, if possible, the known duration period of the suspension.

Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the order during the period of suspension.

The DHHS Chief Operating Officer/Contract Administrator or designee may extend the duration of the suspension by issuing a modified Stop Work Order which states the new end date of the suspension and the reason for the extension.

The suspended activity may resume when (i) the suspension period identified in the Stop Work Order has ended or (ii) when the DHHS Chief Operating Officer/Contract Administrator or designee has issued a formal written notice cancelling the Stop Work Order or directing Contractor to resume partial services.

T. EARLY TERMINATION

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

The contract may be terminated as follows:

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

U. CONTRACT CLOSEOUT

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

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

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

Lutheran Family Services
of Nebraska, Inc.
124 South 24th Street, Suite 230 • Omaha, NE 68102
(402) 342-7038 • Fax (402) 342-6408 • LFSneb.org

III. CONTRACTOR DUTIES

RFP Number 6126 Z1

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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 RFP 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 services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

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

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 contactors' 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)	$50,000 each occurrence
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
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	$1,000,000 per occurrence
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$100,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$2,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

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

3. **EVIDENCE OF COVERAGE**

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

Department of Health and Human Services
Attn: Permanency Administrator
301 Centennial Mall S. 3rd floor
Lincoln, NE 68509

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

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

4. DEVIATIONS

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

H. ANTITRUST

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

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

I. CONFLICT OF INTEREST

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

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

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

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

J. ADVERTISING

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

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

K. 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.

L. DISASTER RECOVERY/BACK UP PLAN

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

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

M. DRUG POLICY

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

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

N. WARRANTY

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

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

Lutheran Family Services
of Nebraska, Inc.
124 South 24th Street, Suite 230 • Omaha, NE 68102
(402) 342-7038 • Fax (402) 342-6408 • LFSneb.org

IV. PAYMENT

RFP Number 6126 Z1

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. 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 RFP Response (Initial)	NOTES/COMMENTS:
SM			

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

D. INSPECTION AND APPROVAL

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

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

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

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. §73-

506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

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

Lutheran Family Services
of Nebraska, Inc.
124 South 24th Street, Suite 230 • Omaha, NE 68102
(402) 342-7038 • Fax (402) 342-6408 • LFSneb.org

V. PROJECT DESCRIPTION

SCOPE OF WORK

RFP Number 6126 Z1

Lutheran Family Services
of Nebraska, Inc.
124 South 24th Street, Suite 230 • Omaha, NE 68102
(402) 342-7038 • Fax (402) 342-6408 • LFSneb.org

VI. Proposal Instructions

A. Proposal Submission

1. Corporate Overview

RFP Number 6126 Z1
Technical Proposal

STATE OF NEBRASKA PURCHASING BUREAU
RFP 6126 Z1
Foster & Adoptive Parent Home Studies

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

a. BIDDER IDENTIFICATION AND INFORMATION

Company Name: Lutheran Family Services of Nebraska, Inc.
Entity Organization: 501(c) (3)

Address of Company Headquarters:
124 South 24th Street, Omaha, Nebraska 68102
Office phone: 402-978-5674
Website: LFSneb.org

Incorporated: December 1st, 1970 as Lutheran Family and Social Service of Nebraska, Inc.

Name change to its current status: January 1988
Articles of incorporation restated and signed (current): February 27, 2001

b. FINANCIAL STATEMENTS

Please find attached a copy of the most recent audit report for LFS for the period ending December 31st, 2018. Completed by an independent auditing firm – Seim Johnson, LLP 18081 Burt Street, Suite 200, Omaha Nebraska, 68022-4722 Website this audit: SeimJohnson.com

Fiscally Responsible Representative of LFS's financial or banking organization:
Sue Baumert
Interim Chief Financial Officer
124 South 24th Street
Omaha, NE 68102
Telephone number: 402-342-7038

c. CHANGE OF OWNERSHIP

It is not expected that any change of ownership or control of LFS will occur during the 12 months following the proposal due date.

d. OFFICE LOCATION

The office and address listed here is responsible for performance pursuant to an award of a contract with the State of Nebraska

Lutheran Family Services of Nebraska, Inc.
124 S 24th Street
Omaha, Nebraska 68102

e. RELATIONSHIPS WITH THE STATE

LFS has held a wide array of contracts with the State of Nebraska over the past five years. These contracts span across all core competencies including Behavioral Health for children and adults, Children's Services, and Community Services – Refugee and Immigration Program.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

No employee included as a part of this proposal has ever worked for the State of Nebraska in the past 5 years.

g. CONTRACT PERFORMANCE

Lutheran Family Services of Nebraska is disclosing that the State of Nebraska Commission on Law Enforcement and Criminal Justice division terminated VOCA grant 17-VA-0247 with us on May 15th, 2019. This grant was scheduled to end on June 30th, 2019. Reasons cited for termination of the grant was a missed financial reporting deadline, due to staff turnover in the financial department. Lutheran Family Services holds multiple federal, state and local government grants. VOCA has been the only terminated contract in the past 5 years. Turnover issues in the finance department have been resolved.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

	Scheduled/Actual Completion Date (b.)	Prime Subcontractor Responsibilities (c.)	Customer Information (d).	Project Description (e.)
On-going from at least 10/1/13	Current contract set to expire 9/30/19 unless extended.	LFS will continue to utilize professional personnel to implement activities that provide refugees with the knowledge, skills, and support needed to embrace U.S. education and employment opportunities.	Karen Parde Tele: 402-480-8394 Karen.parde@nebraska.gov	Refugee Social Services (NE DHHS) – The purpose of the sub award is to assist in the provision of the essential social services to refugees during their first five years in the U.S. Omaha - $639,892 Lincoln - $291,509 (includes $3,000 for training) Grand Island/rural Nebraska - $64,000 Special Rural Project - $157,329
On-going from at least 9/30/14	Current contract set to expire 12/31/19 unless extended	All aspects of Case Management for Families	Ronald Zychowski Tele:402-445-7926 Fax:402-445-7798 Email:Ronald.Zychowski@promiseship.org	The purpose of the sub award is to provide assistance to families and provide home studies, required reports, payments, visits and other case management services. Reimbursed based on services provided.
10/1/19-9/30/20	Current contract set to expire 9/30/20.	To provide child welfare services for children and families of the State of Nebraska.	Tony Mitzel Tele: 402-471-9732 Email:tony.mitzel@nebraska.gov	Foster Care Title IV-E – The sub recipient recruits, trains, licenses, and supports foster and adoptive parents who accept placement of, and will meet the needs of, children referred by DHHS. Up to $251,364.00

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

Stacy Martin is the President and CEO of Lutheran Family Services of Nebraska (LFS). Prior to joining LFS, Martin was the Executive Vice President of Program for Lutheran Services Florida. As one of the largest human service organizations in country, Lutheran Services of Florida employed more than 1,500 people and had a budget of $220 million annually.

In Florida, Martin was responsible for the organization's child welfare, guardianship, immigration and refugee services, housing, youth shelters, sexual abuse treatment, and behavioral health services. Before joining the executive team at Lutheran Services Florida, Martin was the Vice President at Lutheran Immigration and Refugee Service, a non-governmental organization serving refugees, migrants, and asylum seekers.

Finally, prior to her arrival at LFS, Martin was also the Director of Policy and Advocacy for the Evangelical Lutheran Church in America in Washington, DC, where Martin led state, national, and international advocacy for the 4-million member organization. Martin graduated summa cum laude from Sterling College. She holds a Master's in Business Administration from Eastern University and participated in the business honors society Delta Mu Delta while there. Martin also holds a Master of Divinity from Princeton Theological Seminary where she was a Presidential Fellow.

Donna Magnuson, LFS Chief Program Officer, has more than 25 years of experience in working non-profit management. She began her career in managing a Children's Services program involving unaccompanied refugee minors in foster care while also providing direct service to families with intensive needs, for Lutheran Family Services of North Dakota.

Donna was previously the Director of the Refugee Resettlement Program for Lutheran Social Services of South Dakota, where she developed and implemented the Wilson-Fish Program, a privatized version for refugee resettlement for that State. She held that position for 12 years. During that time Donna also held the position of State Refugee Coordinator for South Dakota where she worked collaboratively with the Department of Health and Human Services, Office of Refugee Resettlement.

She has also held offices on the Executive Committee of SCORR (State Coordinators of the Office of Refugee Resettlement), including Vice President. Donna moved to Arizona in 2011 and took on the role of Executive Director of the International Rescue Committee – Phoenix office. In this role she had oversight of services including case management, economic empowerment and employment, health services including Survivors of Torture and behavioral health, and two fee for service programs – Community Interpreter Services and Immigration Services.

She has also served on various committees including the LIRS Regional Consultant Advisory Committee both as a member and as Chair. Donna is also a Board member of the Association of Refugee Services Professionals. One of her greatest accomplishments includes the development and implementation of a client centered services model, using a strengths based perspective.

Currently, Donna is the Chief Program Officer for Lutheran Family Services of Nebraska where she has oversight of all program units including Adult and Children Behavioral health services, Foster care, adoption and post adoption services, adult behavioral health services in multiple areas of service and community services which includes an array of integration services for New Americans.

The proposed program will be overseen by **Linda Dubs-Cerny, LFS Director of Children Services.** Linda served as the LFS Director of Children's Behavioral Health prior to her current position, and before that was a Supervisor in the organization's Right Turn program, which provides post-adoption support to help families maintain permanency.

Prior to joining LFS in 2016, Linda spent several years at Magellan Health Services and Nebraska Children's Home Society. Linda's work experiences of 35 years include working in a variety of arenas including mental health, education, community health, managed care, and acute care hospitals. Linda is a Licensed Clinical Social Worker and Independently Licensed Mental Health Practitioner in the State of Nebraska. Linda has significant experience developing, implementing, and managing services for children and youth.

Additionally, Linda has experience in directly providing and managing services in a client-centered care model. This approach entails coordinating resources, expertise, and services around a client's multi-faceted needs with one single service plan, rather than sending clients through different programs and developing multiple different issue-based service plans to address different needs.

Clients play a leading role in determining what services and approach are right for them, so that their voice and choice drive the service plan. This client-centered approach to youth housing and supportive services requires actively seeking the input of youth in developing a plan for housing and support and the engagement of youth in its execution and will ensure that youth choice drives service provision.

Renee Ambrose, LFS Pregnancy, Parenting, and Adoption Supervisor, Renee provides supervision, direction and support for adoption staff across the State. She reports directly to Linda Dubs-Cerny, AVP Children Services.

Katherine Spoon, LFS Strengthening Families Program Manager, Katherine manages LFS Foster and Adoption Programs state-wide. She provides overall direction, planning, development, coordination, and supervision of the North Omaha Center for Healthy Families.

J. SUBCONTRACTORS - Not applicable

B. FINANCIAL STATEMENTS

Lutheran Family Services of Nebraska, Inc. and Affiliates

Omaha, Nebraska

Consolidated Financial Statements
December 31, 2018, with Comparative Totals for 2017
and Supplementary Information
December 31, 2018

Together with Independent Auditor's Report

Lutheran Family Services of Nebraska, Inc. and Affiliates

Table of Contents

SEIM JOHNSON

Independent Auditor's Report

To the Board of Directors of
Lutheran Family Services of Nebraska, Inc. and Affiliates
Omaha, Nebraska:

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Lutheran Family Services of Nebraska, Inc. and Affiliates (the Organization), which comprise the consolidated statement of financial position as of December 31, 2018, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. The financial statements of Omaha Church Center, Inc., Lutheran Family Services Foundation, Inc., and LFS 25th Avenue Apartments, LLC were not audited in accordance with *Government Auditing Standards.*

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of December 31, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Organization's 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated May 14, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Seim Johnson, LLP | 18081 Burt Street, Suite 200 | Omaha, NE 68022-4722 | Tel: 402.330.2660 | Fax: 402.330.5108 | SeimJohnson.com

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The consolidating information included in Exhibits 1 and 2 is presented for purposes of additional analysis rather than to present the financial position, changes in net assets, and cash flows of the individual entities and is not a required part of the financial statements. The accompanying supplementary information in Exhibit 3 and the accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), is presented for additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Emphasis of Matter

As discussed in Note 22 to the financial statements, the Organization adopted new accounting guidance related to the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. Our opinion is not modified with respect to this matter.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 30, 2019 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Seim Johnson, LLP

Omaha, Nebraska,
May 30, 2019.

Lutheran Family Services of Nebraska, Inc. and Affiliates

Consolidated Statement of Financial Position
December 31, 2018, with Comparative Totals for 2017

		2018	2017
ASSETS			
Current assets:			
Cash and cash equivalents	$	1,700,300	2,123,019
Short-term investments		2,259,548	1,940,693
Receivables -			
Service accounts, net of allowance for uncollectible accounts and contractual adjustments of $126,900 in 2018 and $80,000 in 2017		757,808	985,899
Pledges		1,501,185	1,733,819
Grants		861,237	1,452,198
Other		162,413	18,451
Prepaid expenses		150,824	159,610
Total current assets		7,393,315	8,413,689
Investment in Josiah Place, Inc.		4,652	4,652
Interest in Fremont Area Community Foundation		682,742	719,358
Pledges receivable, less current portion		112,450	89,150
Beneficial interest in perpetual trust		1,059,920	1,113,639
Beneficial interest in charitable remainder trust		109,437	144,174
Assets limited as to use		3,017,327	3,794,222
Property and equipment, net		5,227,989	5,570,701
Total assets	$	17,607,832	19,849,585
LIABILITIES AND NET ASSETS			
Current liabilities:			
Accounts payable	$	370,370	523,237
Accrued salaries, wages, vacation and payroll taxes payable		981,308	1,215,116
Retirement plan payable		54,698	51,478
Deferred revenue		1,176,072	1,433,938
Total current liabilities		2,582,448	3,223,769
Deferred compensation liability		304,752	374,628
Total liabilities		2,887,200	3,598,397
Commitments and contingencies			
Net assets:			
Without donor restrictions		9,003,323	9,520,400
With donor restrictions		5,717,309	6,730,788
Total net assets		14,720,632	16,251,188
Total liabilities and net assets	$	17,607,832	19,849,585

See notes to consolidated financial statements

Lutheran Family Services of Nebraska, Inc. and Affiliates

Consolidated Statement of Activities
For the Year Ended December 31, 2018, with Comparative Totals for 2017

	2018			
	Without Donor Restrictions	**With Donor Restrictions**	**Total**	**2017**
REVENUE, GAINS AND OTHER SUPPORT:				
Public support -				
Congregations and individuals	$ 2,528,547	758,581	3,287,128	3,260,030
United Ways	524,319	445,864	970,183	1,088,248
LCMS - Nebraska District	114,105	--	114,105	102,239
ELCA - Nebraska Synod	168,691	--	168,691	178,596
Private grants	1,401,990	--	1,401,990	1,253,965
Government grants	3,385,371	--	3,385,371	4,366,480
Individual gifts and bequests	193,436	--	193,436	580,317
Net assets released from restrictions, including United Ways of $508,780 in 2018 and $522,850 in 2017	2,085,050	(2,085,050)	--	--
Total public support	10,401,509	(880,605)	9,520,904	10,829,875
Program service revenue -				
Program service fees, net	4,371,024	--	4,371,024	4,455,209
Purchase of service contracts	6,058,053	--	6,058,053	6,473,188
Total program service revenue, net	10,429,077	--	10,429,077	10,928,397
Other -				
Investment income (loss), net	(110,879)	(44,418)	(155,297)	625,332
Change in value of beneficial interest in perpetual trust	--	(53,719)	(53,719)	10,172
Change in value of beneficial interest in charitable remainder trust	--	(34,737)	(34,737)	6,220
Rental income	213,635	--	213,635	199,800
Other revenue	295,341	--	295,341	222,718
Total other, net	398,097	(132,874)	265,223	1,064,242
Total revenue, gains and other support	$ 21,228,683	(1,013,479)	20,215,204	22,822,514

See notes to consolidated financial statements

Lutheran Family Services of Nebraska, Inc. and Affiliates

Consolidated Statement of Activities (Continued)
For the Year Ended December 31, 2018, with Comparative Totals for 2017

	2018			
	Without Donor Restrictions	With Donor Restrictions	Total	2017
Total revenue, gains and other support - forward	$ 21,228,683	(1,013,479)	20,215,204	22,822,514
EXPENSES:				
Operating expenses -				
Salaries	12,275,736	--	12,275,736	12,082,836
Employee benefits	1,579,006	--	1,579,006	1,370,876
Payroll taxes	889,414	--	889,414	940,670
Total salaries and related expenses	14,744,156	--	14,744,156	14,394,382
Legal and accounting fees	80,797	--	80,797	104,486
Professional fees	1,603,656	--	1,603,656	1,982,138
Foster parent fees	697,737	--	697,737	684,321
Supplies	488,103	--	488,103	529,165
Telephone	343,921	--	343,921	320,707
Postage and shipping	42,258	--	42,258	41,551
Occupancy cost	1,405,524	--	1,405,524	1,305,567
Travel expense	474,013	--	474,013	491,434
Conference expense	177,911	--	177,911	220,725
Assistance to individuals	370,157	--	370,157	961,782
Equipment and maintenance	423,531	--	423,531	429,437
Insurance	143,132	--	143,132	176,086
Printing	93,805	--	93,805	127,529
Subscriptions and publications	17,618	--	17,618	12,830
Board expense	6,485	--	6,485	2,917
Organization dues	92,125	--	92,125	47,156
Uncollectible accounts	117,025	--	117,025	116,460
Miscellaneous	9,621	--	9,621	12,125
Grants to other organizations	16,668	--	16,668	17,999
Depreciation	397,517	--	397,517	425,711
Total expenses	21,745,760	--	21,745,760	22,404,508
CHANGE IN NET ASSETS	(517,077)	(1,013,479)	(1,530,556)	418,006
NET ASSETS, beginning of year, as restated	9,520,400	6,730,788	16,251,188	15,833,182
NET ASSETS, end of year	$ 9,003,323	5,717,309	14,720,632	16,251,188

See notes to consolidated financial statements

Lutheran Family Services of Nebraska, Inc. and Affiliates

Consolidated Statement of Functional Expenses
For the Year Ended December 31, 2018, with Comparative Totals for 2017

	Lutheran Family Services of Nebraska, Inc.										
	Program Services				Support Services					Total Expenses	
	Behavioral Health Services	Children Services	Community Services	Total Program Services	Agency Management	Fund Raising/ Public Relations	Total Support Services	Affiliates	Eliminations	2018	2017
Salaries	$ 5,271,150	2,497,100	2,016,922	9,785,172	1,780,886	699,459	2,480,345	139,441	(129,222)	12,275,736	12,082,836
Employee benefits	705,061	352,656	229,345	1,287,062	218,211	71,473	289,684	20,260	(18,000)	1,679,006	1,370,876
Payroll taxes	383,254	183,392	147,441	714,087	127,104	47,373	174,477	10,228	(9,378)	889,414	940,670
Total salaries and related expenses	6,359,465	3,033,148	2,393,708	11,786,321	2,126,201	818,305	2,944,506	169,929	(156,600)	14,744,156	14,394,382
Legal and accounting fees	–	–	–	–	77,297	–	77,297	28,489	(24,989)	80,797	104,486
Professional fees	653,474	49,914	211,071	914,459	483,470	183,278	666,748	87,955	(65,506)	1,603,656	1,982,138
Foster parent fees	–	697,737	–	697,737	–	–		–	–	697,737	684,321
Supplies	129,086	218,300	41,434	388,820	55,332	35,024	90,356	8,927	–	488,103	529,185
Telephone	112,853	34,138	29,728	176,719	162,655	3,256	165,911	1,291	–	343,921	320,707
Postage and shipping	2,788	7,926	2,528	13,242	8,949	20,067	29,016	–	–	42,258	41,551
Occupancy cost	786,365	352,893	202,154	1,341,412	291,258	31,331	322,589	123,675	(382,152)	1,405,524	1,305,567
Travel expenses	158,884	114,642	129,076	402,602	36,613	34,798	71,411	–	–	474,013	491,434
Conference expense	24,814	80,967	25,215	130,996	27,327	19,588	46,915	–	–	177,911	220,725
Assistance to individuals	34,499	17,138	318,520	370,157	–		.	–	–	370,157	961,782
Equipment and maintenance	63,563	27,729	14,053	105,345	150,122	37,658	187,780	130,406	–	423,531	429,437
Insurance	44,931	23,466	18,412	86,809	13,157	7,029	20,186	36,137	–	143,132	176,0[illegible]
Printing	8,037	10,962	5,689	24,688	8,680	57,977	66,663	2,454	–	93,805	127,[illegible]
Subscriptions and publications	345	2,157	8,720	11,222	4,799	1,597	6,396	–	–	17,618	12,8[illegible]
Board expense	–	–	–	–	6,485	–	6,485	–	–	6,485	2,817
Organization dues	16,830	4,554	2,482	23,866	65,629	2,630	68,259	–	–	92,125	47,158
Uncollectible accounts	97,218	14,547	3,643	115,408	–	–	–	1,617	–	117,025	116,460
Miscellaneous	–	–	–	–	2,325	103	2,428	7,193	–	9,621	12,125
Grants to affiliates and other organizations	–	–	–	–	–	–	–	1,497,525	(1,480,657)	18,868	17,999
Total expense before depreciation	8,493,152	4,830,218	3,406,433	16,589,803	3,520,305	1,252,641	4,772,946	2,095,598	(2,110,104)	21,348,243	21,978,797
Depreciation expense	–	–	–	–	61,786	–	61,786	335,731	–	397,517	425,711
Total expenses	$ 8,493,152	4,830,218	3,406,433	16,589,803	3,582,091	1,252,641	4,834,732	2,431,329	(2,110,104)	21,745,760	22,404,508

Lutheran Family Services of Nebraska, Inc. and Affiliates

Consolidated Statement of Cash Flows
For the Year Ended December 31, 2018, with Comparative Totals for 2017

		2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES:			
Change in net assets	$	(1,530,556)	418,006
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities -			
Depreciation expense		397,517	425,711
Changes in unrealized gains and losses, net		366,365	(303,516)
Change in interest in Fremont Area Community Foundation		36,616	(83,741)
Change in value of beneficial interest in perpetual trust		53,719	(10,172)
Change in value of beneficial interest in charitable remainder trust		34,737	(6,220)
Contribution of investment in real estate investment trust		--	(521,500)
(Increase) decrease in assets -			
Receivables -			
Service accounts		228,091	(122,486)
Pledges		209,334	985,762
Grants		590,961	134,462
Other		(143,962)	(13,333)
Prepaid expenses		8,786	(25,683)
Increase (decrease) in current liabilities -			
Accounts payable		(152,867)	47,991
Accrued salaries, wages, vacation and payroll taxes payable		(233,808)	85,179
Retirement plan payable		3,220	9,970
Deferred revenue		(257,866)	59,483
Net cash provided by (used in) operating activities		(389,713)	1,079,913
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of property and equipment, net		(54,805)	(412,199)
Deposits to short-term investments, net		(685,220)	(379,783)
Withdrawals from (deposits to) assets limited to use, net		707,019	(31,451)
Net cash used in investing activities		(33,006)	(823,433)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		(422,719)	256,480
CASH AND CASH EQUIVALENTS:			
Beginning of year		2,123,019	1,866,539
End of year	$	1,700,300	2,123,019
SUPPLEMENTAL DISCLOSURE OF CASH FLOWS INFORMATION:			
Contribution of investment in real estate investment trust	$	--	521,500

See notes to consolidated financial statements

(1) Description of Organization and Principles of Consolidation

The financial statements include the accounts of Lutheran Family Services of Nebraska, Inc. and its affiliates (the Organization). These affiliates are Omaha Church Center, Inc., Lutheran Family Services Foundation, Inc., and LFS 25th Avenue Apartments, LLC. Lutheran Family Services of Nebraska, Inc. is the sole voting member of Lutheran Family Services Foundation, Inc. and Omaha Church Center, Inc. The LFS 25th Avenue Apartments, LLC is a limited liability company wholly owned by Lutheran Family Services of Nebraska, Inc. All organizations are organized under the laws of the State of Nebraska. Lutheran Family Services of Nebraska, Inc., Lutheran Family Services Foundation, Inc. and Omaha Church Center, Inc. are also exempt from federal income taxes on related income pursuant to Section 501(a) of the Internal Revenue Code.

Lutheran Family Services of Nebraska, Inc. is a multi-service organization whose purpose is to build and strengthen individual, family and community life across Nebraska. The Organization offers major outpatient services and assistance to individuals through multiple office locations. Many of Lutheran Family Services of Nebraska, Inc. programs are offered on a sliding-fee "ability to pay" basis. The Organization's corporate members are the Evangelical Lutheran Church of America - Nebraska Synod and the Lutheran Church Missouri Synod - Nebraska District.

Omaha Church Center, Inc. provides rental space to Lutheran Family Services of Nebraska, Inc.

Lutheran Family Services Foundation, Inc.'s purpose is to manage and distribute funds, solicited from the statewide Lutheran constituency and the general public, in order to further the services of Lutheran Family Services of Nebraska, Inc. and the operations of Omaha Church Center, Inc.

Lutheran Family Services of Nebraska, Inc. organized LFS 25th Avenue Apartments, LLC in connection with the purchase and operation of an apartment building on its campus.

The financial statements include the accounts of these organizations. All significant intercompany accounts and transactions have been eliminated in consolidation.

(2) Summary of Significant Accounting Policies

The following is a summary of significant accounting policies of the Organization. These policies are in accordance with the accounting principles generally accepted in the United States of America (GAAP).

A. *Basis of Accounting and Presentation*

The financial statements of the Organization have been prepared on the accrual basis of accounting in accordance with GAAP. Revenue is recognized when earned and expenses are recognized when incurred. Financial statement presentation follows the recommendations of Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958-205, *Not-for-Profit Entities, Presentation of Financial Statements*. Under FASB ASC 958-205, the Organization is required to report information regarding its financial position and activities according to two classes of net assets:

Net assets without donor restrictions are those net assets not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. Net assets without donor restrictions include undesignated net assets and net assets subject to designation by the Board. As of December 31, 2018 and 2017, the Organization had Board designated net assets in the amount of $388,894 and $365,413 for special program purposes.

Net assets with donor restrictions are net assets subject to restrictions imposed by donors. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

B. Industry Environment

The Organization is subject to numerous laws and regulations of federal, state and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government healthcare program participation requirements, reimbursements for services, and Medicaid fraud and abuse. Violations of these laws and regulations could result in expulsion from government healthcare programs together with the imposition of significant fines and penalties, as well as significant repayments for services previously billed.

Management believes that the Organization is in compliance with applicable government laws and regulations as they apply to the areas of fraud and abuse. While no regulatory inquiries have been made which are expected to have a material effect on the Organization's financial statements, compliance with such laws and regulations can be subject to future government review and interpretation as well as regulatory actions unknown or unasserted at this time.

C. Use of Estimates

The presentation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

D. Cash and Cash Equivalents

Cash and cash equivalents for purposes of the consolidated statement of cash flows includes investments in highly liquid debt instruments with original maturities of three months or less and excludes cash and cash equivalents included in short-term investments or assets limited as to use.

E. Service Accounts Receivable, Net

Net service accounts receivable consists of fees due from clients and their insurance companies and amounts due on various contracts reduced by a valuation allowance for uncollectible accounts and contractual adjustments from third party payors. These receivables are unsecured. The allowances reflect management's estimate of amounts that will not be collected in the future and are based on reviews of account balances by payor classes. Percentages are applied to each payor class based on contractual agreements and historical collection and recovery information to determine the net realizable value of the service accounts receivable.

Payment for services is expected within thirty days of receipt of the billing. Any amounts deemed uncollectible are written off on a monthly basis. The Organization does not charge interest on outstanding balances owed.

F. *Investments*

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the consolidated statement of financial position. Investment income or loss (including realized and unrealized gains and losses on investments, interest and dividends) is included in revenue, gains and other support without donor restrictions, unless the income or loss is restricted by donor or law.

The Organization also holds an investment in a real estate investment trust. This investment has a fair value that is determined using net asset value (NAV). NAV is a practical expedient to determine the fair value of investments that do not have readily determinable fair values and prepare their financial statements consistent with the measurement principles of an investment company or have the attributes of an investment company.

G. *Beneficial Interest in Perpetual Trust*

The Organization is a beneficiary of a donor created perpetual trust and annually receives income from this trust. The Organization receives 40% of the trust's net income annually to be used for fulfilling its charitable purpose. The beneficial interest is recognized at fair value and the income from the trust is reported as investment income in the consolidated statement of activities. Change in the value of the beneficial interest in the perpetual trust is included separately as changes in net assets with donor restrictions.

H. *Beneficial Interest in Charitable Remainder Trust*

The Organization is the irrevocable partial beneficiary of a non-perpetual charitable remainder unitrust held by a third-party trustee. The trust was created independently of the Organization and is neither in the possession nor under the control of the Organization. The trust is administered by a third-party trustee as designated by the donor. The Organization recognizes its partial interest in the trust at fair value as measured by the present value of the estimated future distributions to be received by the Organization over the term of the agreement, discounted at the rate commensurate with the risks involved. The value of the beneficial interest in charitable remainder unitrust is adjusted annually for the change in fair value. The change in value is reported separately as changes in net assets with donor restrictions. Upon the termination date specified by the trust, the partial interest in trust assets will be distributed to the Organization by the trustee under the provisions of the trust agreement and the net assets will be reclassified from net assets with donor restrictions to net assets without donor restrictions.

I. *Assets Limited as to Use*

Assets limited as to use primarily include assets with donor restrictions and designated assets set aside by the Board of Directors for specific purposes, over which the Board retains control and may at its discretion subsequently use for other purposes.

J. *Property and Equipment, Net*

Property and equipment are stated at cost. Depreciation is provided over the estimated useful lives of each class of depreciable assets and is computed using the straight-line method. The Organization maintains a capitalization policy of $5,000. The useful lives of property and equipment for purposes of computing depreciation are:

Land improvements	7 – 10 Years
Building	5 – 40 Years
Building improvements	7 – 10 Years
Furniture and equipment	3 – 20 Years
Vehicles	2 – 5 Years

When property and equipment are retired or otherwise disposed of, the related cost and accumulated depreciation are removed from the respective accounts, and any resulting gain or loss on disposition is reflected in operations. Repairs and maintenance are expensed as incurred; expenditures for additions, improvements and replacements are capitalized.

Gifts of long-lived assets such as land, buildings or equipment are reported as support without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as donor restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

K. *Deferred Revenue*

Deferred revenue consists primarily of amounts received to fund future program activities. Deferred revenue consists of the following:

		2018	2017
Children services	$	508,300	569,422
Behavioral health		327,296	278,157
Community services		240,784	256,049
Disaster relief		62,796	81,414
Technology		33,200	33,200
General program services		3,696	215,696
	$	1,176,072	1,433,938

L. *Donor Restricted Gifts*

Unconditional promises to give cash and other assets to the Organization are reported at fair value at the date the promise is received or given. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as donor restricted support if they are received with donor restrictions that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose of restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. Donor restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions in the accompanying financial statements.

M. *In-Kind Contributions*

The Organization receives donated services, space and other in-kind contributions. Contributions of services are recognized if the services received (a) create or enhance nonfinancial assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. When the value of donated services is ascertainable, they are reflected at fair value in the consolidated statement of activities as revenue and expenses.

The Organization also received donated clerical services during the year to benefit existing programs and activities. These contributions were not recognized as revenue in the consolidated statement of activities since they did not meet the recognition requirements of FASB ASC Topic 958, Subtopic 605, *Revenue Recognition*. The fair value of these contributions amounted to $38,171 in 2018 and $25,110 in 2017.

N. Advertising

The Organization expenses advertising costs as incurred. At December 31, 2018 and 2017 advertising expense of $19,424 and $32,012, respectively, is included in printing expense in the consolidated statement of activities.

O. Group Health Insurance Costs

The Organization is self-insured under its employee group health program, up to certain limits. Included in the accompanying consolidated statement of activities is a provision for premiums for excess coverage and payments for claims, including estimates of the ultimate costs for both reported claims and claims incurred but not yet reported at year end.

P. Functional Allocation of Expenses

The costs of providing the various programs and other activities of the Organization have been summarized on a functional basis in the consolidated statement of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. The financial statements report certain categories of expenses that are attributable to more than one program or supporting function of the Organization. Therefore, expenses require allocation on a reasonable basis that is consistently applied. Personnel expenses are allocated on the basis of time and effort. Occupancy costs are allocated on the basis of employee time and effort and square footage. Other expenses are allocated based upon time and effort or are directly assigned to a functional classification.

Q. Income Taxes

Lutheran Family Services of Nebraska, Inc., Omaha Church Center, Inc. and Lutheran Family Services Foundation, Inc. are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code. All entities have received determination letters that they are exempt from federal income taxes on related income pursuant to Section 501(a) of the Internal Revenue Code. The Internal Revenue Service has established standards to be met to maintain the Organization's tax-exempt status.

LFS 25th Avenue Apartments, LLC is a limited liability company wholly owned by Lutheran Family Services of Nebraska, Inc. and is a disregarded entity for income tax purposes.

The Organization accounts for uncertainties in accounting for income tax assets and liabilities using guidance included in Financial Accounting Standards Board, Accounting Standards Codification (FASB ASC) Topic 740, *Income Taxes*. The Organization recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. At December 31, 2018 and 2017, the Organization had no uncertain tax positions accrued.

R. Comparative Amounts

The amounts shown for 2017 in the accompanying financial statements are included to provide a basis for comparison with 2018, and are not intended to present all information necessary for a fair presentation of the 2017 financial statements in conformity with accounting principles generally accepted in the United States of America.

S. Change in Accounting Principle

Effective January 1, 2018, the Organization adopted the provisions of FASB ASU 2016-14 *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. This ASU made several changes to accounting and financial reporting standards for not-for-profit entities related to net assets and disclosure requirements.

See Note 22 for additional information regarding the impact of these changes in the Organization's financial statements.

T. Recent Accounting Pronouncements

On June 21, 2018, the FASB issued Accounting Standards Update (ASU) No. 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made.* This update serves to clarify the scope and accounting guidance for contributions received in consideration of the implications related to ASU 2014-09, *Revenue from Contracts with Customers (Topic 606).* The amendments in ASU 2018-08 serve to improve guidance on determining whether a transfer of assets is a contribution or an exchange transaction and if a contribution is conditional that would prevent recognition. As a result of this update, it is expected that more grants will be accounted for as either contributions or conditional contributions instead of exchange transactions. For transactions in which the Organization is the recipient, the update will be effective for fiscal years beginning after December 15, 2018. Effectively, this will be applicable for the Organization for fiscal years ending on or after December 31, 2019.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers* (Topic 606), requiring an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The updated standard will replace most existing revenue recognition guidance in accounting principles generally accepted in the United States of America when it becomes effective and permits the use of either a full retrospective or retrospective with cumulative effect transition method. In August 2015, the FASB issued ASU 2015-14 which defers the effective date of ASU 2014-09 one year making it effective for annual reporting periods beginning after December 15, 2018.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230) Restricted Cash.* The update addresses diversity in practice as to how restricted cash is presented on the statement of cash flows. The update indicates that amounts generally described as restricted cash should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The update will be effective for fiscal years beginning after December 15, 2018, with early application permitted.

In February 2016, the FASB issued ASU 2016-02, *Leases* (Topic 842). The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases.* Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the statement of activities. The new standard is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. The Organization is currently evaluating the impact of the pending adoption of the new standard on the consolidated financial statements.

U. Reclassification

Certain amounts in the 2017 financial statements have been reclassified to conform to the 2018 reporting format.

V. Subsequent Events

The Organization considered events occurring through May 30, 2019 for recognition or disclosure in the financial statements as subsequent events. That date is the date the financial statements were available to be issued.

(3) Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the consolidated statement of financial position date, comprise the following as of December 31:

		2018
Financial assets:		
Cash and cash equivalents	$	1,700,300
Short-term investments		2,259,548
Receivables -		
Service accounts, net		757,808
Pledges		1,501,185
Grants		861,237
Other		162,413
Interest in Fremont Area Community Foundation		682,742
Pledges receivable, less current portion		112,450
Beneficial interest in perpetual trust		1,059,920
Beneficial interest in charitable remainder trust		109,437
Assets limited as to use		3,017,327
Total financial assets		12,224,367
Less financial assets not available for general expenditure within one year:		
Interest in Fremont Area Community Foundation		682,742
Pledges receivable, less current portion		112,450
Beneficial interest in perpetual trust		1,059,920
Beneficial interest in charitable remainder trust		109,437
Assets limited as to use		3,017,327
Total financial assets not available for general expenditure		4,981,876
Financial assets available for general expenditure	$	7,242,491

The Organization has $276,440 of Board designated funds included in assets limited as to use. Although the Organization does not intend to spend these funds, they could be made available if necessary.

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

Board designated endowment funds of $112,454 are not intended to be spent from, however this amount could be made available for expenditure by an action of the Board of Directors should that be necessary. See Note 12 for further information regarding endowments.

As part of the Organization's liquidity management plan, the Organization occasionally invests excess cash balances not immediately needed for operations.

(4) Pledges Receivable

Pledges receivable as of December 31, 2018 are estimated to be collected as follows:

Within one year	$ 1,501,185
In one to five years	112,450
	$ 1,613,635

(5) Investments, Including Assets Limited as to Use

The composition of investments, including assets limited as to use, at December 31, 2018 and 2017 is as follows:

	2018	2017
Short-term investments	$ 2,259,548	1,940,693
Assets limited as to use –		
By donor	$ 2,365,488	3,054,181
By Board	388,894	365,413
Deferred compensation	262,945	374,628
Total assets limited as to use	$ 3,017,327	3,794,222

The Organization has outsourced the management of a majority of their investment portfolios to third-party investment managers. Third-party investment managers follow the Organization's investment policies; however, no restrictions on buying or selling specific securities are imposed. Therefore, the Organization does not consider any impairment loss to be temporary. Impairment losses are included with investment income (loss), net, and a new cost basis is established for each security for which an impairment loss is recognized. During the years ended December 31, 2018 and 2017, there were no impairment losses.

(6) Fair Value

The Organization applies ASC Topic 820 for fair value measurements of financial assets and financial liabilities that are recognized or disclosed at fair value in the financial statements on a recurring basis. ASC Topic 820 establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

Level 1 inputs are quoted market prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date.

Level 2 inputs are inputs other than quoted prices included in Level 1 that are observable for the asset or liability either directly or indirectly through either corroboration or observable market data.

Level 3 inputs are inputs are unobservable for the asset or liability. Therefore, unobservable inputs shall reflect the entity's own assumptions about the assumptions that market participants would use in pricing the asset or liability (including assumptions about risk) developed based on the best information available in the circumstances.

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

The following methods and assumptions were used to estimate the fair value for each class of financial instrument measured at fair value:

Cash and cash equivalents – The fair value of cash and cash equivalents, consisting primarily of money market funds, is classified as Level 1 as these funds are valued using quoted market prices.

Mutual funds – The fair value of mutual funds are classified as Level 1 as the market values based on quoted market prices, when available, or market prices provided by recognized broker dealers.

Corporate stocks – Corporate stocks are classified as Level 1 as they are traded in an active market for which closing prices are readily available.

Fixed income securities – Investments in fixed income securities are comprised of corporate bonds. Fixed income securities are classified as Level 2 based on multiple sources of information, which may include market data and/or quoted market prices from either markets that are not active or are for the same or similar assets in active markets.

Interest in Fremont Area Community Foundation – The interest in Fremont Area Community Foundation is classified as Level 3 as the fair value of the interest is valued based on the Fremont Area Community Foundation's underlying assets which are unobservable to market participants.

Beneficial interest in perpetual trust – The fair value of the beneficial interest in perpetual trust is classified as Level 3 as the beneficial interest is valued based on the trust's underlying assets which are unobservable to market participants and the Organization will never receive the perpetual trust's assets. The underlying assets consist of cash and cash equivalents, domestic and international stocks corporate and government obligations, and real estate.

Beneficial interest in charitable remainder trust – The valuation of the beneficial interest in charitable remainder trust is classified as Level 3 as there are no significant observable inputs, as they trade infrequently or not at all. The trust valuation is based on assumptions about the present value of distributions to be received from the trust, which generally include the current market value of the underlying assets using observable market inputs based on its beneficial interest in the trust discounted for present value using market rates.

For the years ended December 31, 2018 and 2017, the application of valuation techniques applied to similar assets and liabilities has been consistent.

The following tables present the financial instruments that are measured at fair value on a recurring basis (including items that are not required to be measured at fair value) at December 31, 2018 and 2017:

	2018			
	Total	Level 1	Level 2	Level 3
Investments, including assets limited as to use presented at fair value:				
Cash and cash equivalents	$ 510,490	510,490	--	--
Mutual funds -				
International	178,497	178,497	--	--
Corporate stocks -				
Domestic	1,629,838	1,629,838	--	--
International	366,791	366,791	--	--
Fixed income securities -				
Corporate bonds	1,183,176	--	1,183,176	--
Interest in Fremont Area Community Foundation	682,742	--	--	682,742
Beneficial interest in perpetual trust	1,059,920	--	--	1,059,920
Beneficial interest in charitable remainder trust	109,437	--	--	109,437
	$ 5,720,891	2,685,616	1,183,176	1,852,099
Investments, including assets limited as to use - other:				
Investments valued at net asset value -				
Investment in real estate investment trust	1,085,000			
Cash surrender value of life insurance	323,083			
Total investments, including assets limited as to use	$ 7,128,974			

	2017			
	Total	Level 1	Level 2	Level 3
Investments, including assets limited as to use presented at fair value:				
Cash and cash equivalents	$ 478,440	478,440	--	--
Mutual funds -				
International	261,392	261,392	--	--
Corporate stocks -				
Domestic	1,719,248	1,719,248	--	--
International	588,095	588,095	--	--
Fixed income securities -				
Corporate bonds	1,214,321	--	1,214,321	--
Interest in Fremont Area Community Foundation	719,358	--	--	719,358
Beneficial interest in perpetual trust	1,113,639	--	--	1,113,639
Beneficial interest in charitable remainder trust	144,174	--	--	144,174
	$ 6,238,667	3,047,175	1,214,321	1,977,171
Investments, including assets limited as to use - other:				
Investments valued at net asset value -				
Investment in real estate investment trust	1,043,000			
Cash surrender value of life insurance	430,419			
Total investments, including assets limited as to use	$ 7,712,086			

Reconciliation of Level 3 assets for the years ended December 31, 2018 and 2017 is as follows:

Balance, December 31, 2016	$	1,877,038
Change in interest in Fremont Area Community Foundation		83,741
Change in value of beneficial interest in perpetual trust		10,172
Change in value of beneficial interest in charitable remainder trust		6,220
Balance, December 31, 2017	$	1,977,171
Balance, December 31, 2017	$	1,977,171
Change in interest in Fremont Area Community Foundation		(36,616)
Change in value of beneficial interest in perpetual trust		(53,719)
Change in value of beneficial interest in charitable remainder trust		(34,737)
Balance, December 31, 2018	$	1,852,099

(7) Investments Valued at Net Asset Value

The Organization applies the provisions of ASC Topic 820, *Fair Value Measurement* to its investment in a real estate investment trust. Certain provisions of ASC Topic 820 state that investments in affiliated and private investment funds valued at net asset value (NAV) are not required to be included in the fair value hierarchy. For the Organization's investment in a real estate investment trust (REIT), the carrying amount is determined using the calculated NAV provided by the trust. When no fair value is readily available, the fund or investment manager may determine, in good faith, the fair value using models that take into account relevant information considered material. Real asset investments are priced using valuation techniques that include income market, and cost approaches. Significant inputs include contract and market rents, operating expenses, capitalization rates, discount rates, sales of comparable properties, and market rent growth trends, as well as the use of the value of property plus the cost of building a similar structure of equal utility. Although the underlying investment managers use their best judgment in estimating the fair value of investments in these funds, there are inherent limitations in any estimation technique. Accordingly, the estimated net asset value may differ significantly from values that would have been used had a ready market existed for these investments, and differences could be material.

The following identifies attributes relating to the nature and risk of investments carried at NAV as of December 31, 2018 and 2017:

	2018	
	Net Asset Value	Unfunded Commitments
Real Estate Investment Trust	$ 1,085,000	--

	2017	
	Net Asset Value	Unfunded Commitments
Real Estate Investment Trust	$ 1,043,000	–

According to the partnership agreement, the Organization must hold shares of the REIT for one year before they are able to be sold or transferred. As of December 31, 2018 the Organization has held the shares for the required period.

(8) Investment in Josiah Place, Inc.

The Organization is the sponsor of Josiah Place, Inc., a Nebraska not-for-profit Agency. Josiah Place, Inc. was incorporated in December 2004 for the purpose of constructing and operating very low income independent living housing for persons with chronic mental illnesses. The housing project was funded by the U.S. Department of Housing and Urban Development Section 811 capital advance.

(9) Interest in Fremont Area Community Foundation

In 2008, the Organization established an interest in the Fremont Area Community Foundation (FACF) for the purpose of supporting programs and services in the Fremont Area Center for Healthy Families (CHF). Because the Organization does not have the authority to appoint a majority of the Board Members of the FACF, the financial statements do not include the accounts of this organization. All funds held by FACF for the benefit of the CHF, except funds required for administrative fees incurred by the FACF, are to be distributed, or held for the purpose of supporting the programs and services of the CHF, or as required to comply with the purposes specified by donors.

The Organization has recognized its transfers to the FACF and net assets of the FACF restricted for the Organization's use as an interest in the FACF in the accompanying consolidated statement of financial position. Increases and decreases in the Organization's interest in FACF relating to investment income and contributions are recognized with investment income (loss), net in the accompanying financial statements.

(10) Property and Equipment, Net

A summary of property and equipment at December 31, 2018 and 2017 is as follows:

		2018	2017
Land and improvements	$	1,274,189	1,274,189
Land held for future use		500,000	500,000
Building		2,621,888	2,593,209
Building improvements		3,413,831	3,413,831
Furniture and equipment		1,697,780	1,671,654
Vehicles		53,271	53,271
Construction in progress		137,945	137,945
		9,698,904	9,644,099
Less accumulated depreciation		(4,470,915)	(4,073,398)
	$	5,227,989	5,570,701

Depreciation expense of $397,517 and $425,711 in 2018 and 2017, respectively, is included in the accompanying consolidated statement of activities.

The balance of construction in progress at December 31, 2018 relates to the master facilities plan for the Organization's campus.

(11) Net Assets with Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes or periods at December 31, 2018 and 2017:

		2018	2017
Subject to time or purpose restrictions:			
24th Street Campus	$	1,122,949	1,122,949
Pledges receivable for future general program services		849,387	663,996
United Ways allocations for program services		445,864	508,780
Veterans services		391,513	498,709
Refugee services		315,086	1,223,445
Fremont Area Center for Healthy Families		284,248	258,666
Capital projects		166,683	223,983
Grace Hansen Children's Fund		109,437	144,174
Education Leadership and Development		72,174	80,086
Children services		37,811	37,811
Prison ministry		100	7,494
		3,795,252	4,770,093
Perpetual in nature:			
Beneficial interest in perpetual trust		1,059,920	1,113,639
Support of general operations		500,408	485,327
Fremont Area Center for Healthy Families		361,729	361,729
		1,922,057	1,960,695
	$	5,717,309	6,730,788

(12) Endowments

The Organization's endowments consist of funds established to invest permanently restricted donations. As required by GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor imposed restrictions.

The Board of Directors of the Organization has interpreted the Nebraska Uniform Prudent Management of Institutional Funds Act (NUPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization retains in perpetuity (a) the original value of gifts donated to the endowment, (b) the original value of subsequent gifts to the perpetual endowment, and (c) accumulations to the perpetual endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. Donor restricted amounts not retained in perpetuity are subject to appropriation for expenditure by the organization in a manner consistent with the standard of prudence prescribed by NUPMIFA. In accordance with NUPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor restricted endowment funds:

1. The duration and preservation of the fund
2. The purposes of the Organization and the donor restricted endowment fund
3. General economic conditions
4. The possible effect of inflation and deflation
5. The expected total return from income and the appreciation of investments
6. Other resources of the Organization
7. The investment policies of the Organization

The change in endowment net assets for the years ended December 31, 2018 and 2017 are as follows:

	2018		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year	$ --	1,345,765	1,345,765
Investment return:			
Interest and dividends, net	--	14,772	14,772
Net depreciation (realized and unrealized)	--	(23,533)	(23,533)
Total investment return	--	(8,761)	(8,761)
Contributions and board designations	112,454	15,081	127,535
Appropriations of endowment assets for expenditure	--	(98,435)	(98,435)
Endowment net assets, end of year	$ 112,454	1,253,650	1,366,104

	2017		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year	$ --	1,395,230	1,395,230
Investment return:			
Interest and dividends, net	--	42,119	42,119
Net appreciation (realized and unrealized)	--	7,326	7,326
Total investment return	--	49,445	49,445
Contributions	--	--	--
Appropriations of endowment assets for expenditure	--	(98,910)	(98,910)
Endowment net assets, end of year	$ --	1,345,765	1,345,765

Return Objectives and Risk Parameters

The Organization has adopted investment policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while complying with all donor-imposed restrictions. Under this policy, as approved by the Board, the endowment assets are invested in a manner that maximizes total returns over long periods of time primarily through capital appreciation. A minimum of 30% of endowment assets are to be invested in cash, cash equivalents and fixed income securities.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved primarily through the purchase of securities of high quality.

Appropriation Policy and How the Investment Objectives Relate to Appropriation Policy

The Organization preserves the whole dollar value of the original gift as of the gift date of donor restricted endowments, absent explicit donor stipulations to the contrary. Interest, dividends and net appreciation of the donor restricted endowment funds are deemed appropriated for expenditure when earned.

(13) Contributions

Contributions are included in the consolidated statement of activities. Total contributions recognized for the years ended December 31, 2018 and 2017 were:

		2018	2017
Contributions without donor restrictions -			
Congregations and individuals (including in-kind contributions)	$	2,528,547	2,368,572
LCMS – Nebraska District		114,105	102,239
ELCA – Nebraska Synod		168,691	178,596
Individual gifts and bequests		193,436	580,317
Total contributions without donor restrictions		3,004,779	3,229,724
Contributions with donor restrictions		1,204,445	1,400,238
Total contributions	$	4,209,224	4,629,962

Donated professional services, space and other in-kind contributions are reported at fair value when received and reported in the consolidated statement of activities. The value of these contributions is as follows:

		2018	2017
Professional fees	$	250,651	546,511
Supplies and other		173,003	182,889
Occupancy costs		94,073	41,028
Legal and accounting fees		14,589	49,404
	$	532,316	819,832

(14) United Ways Support

The following is the detail of United Ways support included in activities without donor restrictions in the accompanying consolidated statement of activities:

		2018	2017
United Way of the Midlands	$	600,479	708,388
United Way of the Midlands (International Center)		208,052	216,096
Fremont Area United Way		94,394	85,000
United Way of Lincoln and Lancaster County		67,407	5,000
Heartland United Way, Inc.		41,352	63,554
Hastings United Way		13,775	13,930
Mid-Plains United Way		4,750	3,750
Lexington United Way		1,500	4,500
Cozad United Way, Inc.		1,000	2,000
United Way of the Kearney Area		390	--
United Way of McCook		--	100
	$	1,033,099	1,102,318

(15) Government Service Contracts and Grants

The following is a detail of government grants and purchase of service contracts included in the accompanying consolidated statement of activities:

		2018	2017
Grants:			
Nebraska Health and Human Services	$	1,023,903	1,038,783
NHHS – Refugee Education and Employability Partnership		640,191	591,472
Lutheran Immigration and Refugee Service		600,021	667,620
Church World Services		362,106	1,102,385
Learning Community of Douglas and Sarpy Counties		252,019	240,848
Promise Ship		194,820	309,709
AmeriCorps		–	68,077
Other		312,311	347,586
	$	3,385,371	4,366,480
Purchase of Service Contracts:			
Region 6 Behavioral Healthcare	$	2,876,104	3,065,271
Region V		2,409,729	2,505,876
Region II and Region III		189,773	193,396
Bluestem Health		389,833	498,562
Other		192,614	210,083
	$	6,058,053	6,473,188

(16) Joint Ventures

Right Turn, LLC

The Organization is one of two corporate members of Right Turn, LLC, which was formed as a joint venture between Lutheran Family Services of Nebraska, Inc. and Nebraska Children's Home Society in December 2009. Right Turn, LLC was organized solely to administer a contract with the Nebraska Department of Health and Human Services for the post adoption/guardianship program to enhance adoption services statewide through education of professionals and adoptive parents, and to heighten public awareness of adoption.

The Organization recognized revenue for services rendered to Right Turn, LLC in the amount of $624,003 and $368,145 for the years ended December 31, 2018 and 2017, respectively.

The Organization has not made any capital contributions to Right Turn, LLC. Due to lack of expected future economic benefit, the Organization has not recognized any equity interest in Right Turn, LLC in the financial statements.

Health360 Integrated Care Project

In December 2015, the Organization entered into a Health 360 Integrated Care Agreement (Agreement) with Bluestem Health, a federally qualified health center (FQHC) in Lincoln, Nebraska to provide health services under an integrated care model, in which the FQHC provides primary care services and the Organization will provide behavioral health services. The Organization received a grant from the Community Health Endowment of Lincoln in an amount up to $1,255,856 through December 31, 2017 to assist with funding the project.

The Organization recognized revenue in the amount of $85,416 in 2017 related to this grant for its share of services performed under the integrated care services agreement in the accompanying statement of activities.

(17) Lease Commitments

The Organization leases its various office facilities, equipment and vehicles under operating lease arrangements ranging in duration from one to five years. Rental expense relating to these leases amounted to $925,662 and $925,258 for the years ended December 31, 2018 and 2017, respectively.

The following is a schedule by years of future minimum rental commitments under non-cancelable leases as of December 31, 2018:

Year Ending December 31	Total
2019	$ 645,909
2020	649,304
2021	577,015
2022	555,433
2023	1,021,129

(18) Pension Plan

The Organization has an Employer's Profit Sharing Plan created in accordance with Internal Revenue Code Section 403(b). Substantially all employees of the Organization are eligible to participate in the 403(b) plan. Employer contributions to the 403(b) plan are made based on the length of service of individual employees and range from 50% to 100% match of employee contributions up to 5% of eligible salaries. Total pension expense included in the consolidated statement of activities for the years ended December 31, 2018 and 2017, was $328,260 and $199,596, respectively.

(19) 457(b) Deferred Compensation Plan

The Organization has established a deferred compensation plan for a select group of management or highly compensated employees in accordance with Internal Revenue Code 457(b). The plan permits eligible employees to defer a portion of their salaries until future years. The deferred compensation is not available to the employees until retirement, separation from employment, death, unforeseeable emergency or attaining age 65. The employer is the beneficial owner of all assets the employee places in the plan. The employee is fully vested in all amounts credited to his or her account. The Organization made contributions of $23,705 and $23,130 to the plan on behalf of participants for the year ended December 31, 2018 and 2017, respectively.

The deferred compensation assets related to this plan in the amounts of $262,945 and $374,628 as of December 31, 2018 and 2017, respectively, are included within the accompanying consolidated statement of financial position as assets limited as to use. A liability of $304,752 and $374,628 as of December 31, 2018 and 2017, respectively, based on the fair value of the investments, has also been included within the accompanying consolidated statement of financial position as deferred compensation liability.

(20) Concentrations of Credit Risk

The Organization has locations throughout the State of Nebraska. The Organization grants credit without collateral to its clients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from clients and third-party payors at December 31, 2018 and 2017 were as follows:

	2018	2017
Medicare and Medicaid	22%	20%
Other state/governmental funding	51	56
Client and other payors	27	24
	100%	100%

The Organization, at times, maintains cash deposits in excess of Federal Deposit Insurance Corporation insurance limits. Management believes the risk relating to these deposits is minimal.

The Organization has investments in equity mutual funds and corporate stocks. The values of these funds are determined by market value and are not insured or collateralized.

(21) Risks and Uncertainties

The Organization receives a substantial portion of its funding for program services from federal and state agencies. As such, the Organization's ability to operate and administer these programs in the future is dependent on the funding received.

Due to the Presidential Executive Orders 13769 and 13780 placing limits on travel to the United States from certain countries, there have been significant reductions in funding for refugee resettlement programs by Federal awarding agencies. During 2017, the Organization received an $800,000 contribution from a private donor to assist with the funding to maintain refugee program services.

Litigation

The Organization is involved in litigation and regulatory investigations arising from the normal course of business. Nearly all of these claims are covered under policies of their current insurance carrier. After consultation with legal counsel, management estimates these matters will be resolved without material adverse affect on the Organization's future financial position or results from operations.

(22) Change in Accounting Principle

Effective January 1, 2018, the Organization adopted the provisions of FASB ASU 2016-14 *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities.* ASU 2016-14 made several changes to accounting and financial reporting for not-for-profit entities, including changes to the presentation of net assets, qualitative and quantitative information of how an entity manages liquidity and availability of financial assets to meet needs for expenditures, reporting of expenses by natural classification and functional classification, as well as expanded footnote disclosures. As a result of adopting ASU 2016-14, the following changes were made to the opening balances of net assets:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Without Donor Restrictions	With Donor Restrictions	Total Net Assets
Net assets, January 1, 2018, as previously reported	$ 9,520,400	4,770,093	1,960,695	–	–	16,251,188
Adoption of ASU 2016-14	(9,520,400)	(4,770,093)	(1,960,695)	9,520,400	6,730,788	–
Net assets, January 1, 2018, as restated	$ –	–	–	9,520,400	6,730,788	16,251,188

Lutheran Family Services of Nebraska, Inc. and Affiliates

Exhibit 1

Consolidating Statement of Financial Position
December 31, 2018

ASSETS	Lutheran Family Services of Nebraska, Inc.	Omaha Church Center, Inc.	Lutheran Family Services Foundation, Inc	LFS 25th Avenue Apartments, LLC	Eliminations	Consolidated
Current assets:						
Cash and cash equivalents	$ 505,403	366,436	735,398	93,063	--	1,700,300
Short-term investments	38,952	--	2,220,596	--	--	2,259,548
Receivables -						
Service accounts, net of allowance for uncollectible accounts and contractual adjustments of $126,900	757,808	--	--	--	--	757,808
Pledges	1,233,277	35,200	232,708	--	--	1,501,185
Grants	861,237	--	--	--	--	861,237
Affiliates	693,902	498,491	--	--	(1,192,393)	--
Other	125,136	34,834	16	2,427	--	162,413
Prepaid expenses	136,984	--	4,475	9,365	--	150,824
Total current assets	4,352,699	934,961	3,193,193	104,855	(1,192,393)	7,393,315
Investment in Josiah Place, Inc.	--	4,652	--	--	--	4,652
Investment in LFS 25th Avenue Apartments, LLC	1,181,137	--	--	--	(1,181,137)	--
Interest in Fremont Area Community Foundation	--	--	682,742	--	--	682,742
Pledges receivable, less current portion	--	112,450	--	--	--	112,450
Beneficial interest in perpetual trust	--	--	1,059,920	--	--	1,059,920
Beneficial interest in charitable remainder trust	--	--	109,437	--	--	109,437
Assets limited as to use	438,832	19,033	2,559,462	--	--	3,017,327
Property and equipment, net	153,488	3,970,174	--	1,104,327	--	5,227,989
Total assets	$ 6,126,156	5,041,270	7,604,754	1,209,182	(2,373,530)	17,607,832

Lutheran Family Services of Nebraska, Inc. and Affiliates

Exhibit 1

Consolidating Statement of Financial Position (continued)
December 31, 2018

LIABILITIES, NET ASSETS AND MEMBER'S EQUITY	Lutheran Family Services of Nebraska, Inc.	Omaha Church Center, Inc.	Lutheran Family Services Foundation, Inc.	LFS 25th Avenue Apartments, LLC	Eliminations	Consolidated
Current liabilities:						
Accounts payable -						
Trade	$ 348,051	12,221	--	10,098	--	370,370
Affiliates	--	--	1,185,918	6,475	(1,192,393)	--
Accrued salaries, wages, vacation and payroll taxes payable	981,308	--	--	--	--	981,308
Retirement plan payable	54,698	--	--	--	--	54,698
Deferred revenue	1,387,590	--	--	11,472	(222,990)	1,176,072
Total current liabilities	2,771,647	12,221	1,185,918	28,045	(1,415,383)	2,582,448
Deferred compensation liability	304,752	--	--	--	--	304,752
Total liabilities	3,076,399	12,221	1,185,918	28,045	(1,415,383)	2,887,200
Commitments and contingencies						
assets and member's equity:						
Member's equity	--	--	--	1,181,137	(1,181,137)	--
Net assets without donor restrictions	1,754,506	4,862,366	2,163,461	--	222,990	9,003,323
Net assets with donor restrictions	1,295,251	166,683	4,255,375	--	--	5,717,309
Total net assets	3,049,757	5,029,049	6,418,836	1,181,137	(958,147)	14,720,632
Total liabilities and net assets	$ 6,126,156	5,041,270	7,604,754	1,209,182	(2,373,530)	17,607,832

Lutheran Family Services of Nebraska, Inc. and Affiliates

Exhibit 2

Consolidating Statement of Activities
For the Year Ended December 31, 2018

	Lutheran Family Services of Nebraska, Inc.	Omaha Church Center, Inc.	Lutheran Family Services Foundation, Inc.	LFS 25th Avenue Apartments, LLC	Eliminations	Consolidated
REVENUE GAINS AND OTHER SUPPORT WITHOUT DONOR RESTRICTIONS:						
Public support -						
Congregations and individuals	$ 1,922,038	--	606,509	--	--	2,528,547
United Ways	524,319	--	--	--	--	524,319
LCMS - Nebraska District	114,105	--	--	--	--	114,105
ELCA - Nebraska Synod	168,691	--	--	--	--	168,691
Grants from affiliate	1,754,033	--	--	--	(1,754,033)	--
Private grants	1,401,990	--	--	--	--	1,401,990
Government grants	3,385,371	--	--	--	--	3,385,371
Individual gifts and bequests	--	58,600	134,836	--	--	193,436
Net assets released from restrictions, including United Ways of $508,780	995,889	58,300	1,030,861	--	--	2,085,050
Total public support	10,266,436	116,900	1,772,206	--	(1,754,033)	10,401,509
Program service revenue -						
Program service fees, net	4,371,024	--	--	--	--	4,371,0[illegible]
Purchase of service contracts	6,305,148	--	--	--	(247,095)	6,058,0[illegible]
Total program service revenue, net	10,676,172	--	--	--	(247,095)	10,429,077
Other -						
Investment income (loss), net	(40,799)	13,021	(83,101)	--	--	(110,879)
Change in investment in LFS 25th Avenue Apartments, LLC	38,832	--	--	--	(38,832)	--
Rental income	--	382,152	--	213,635	(382,152)	213,635
Other revenue	288,039	--	--	7,302	--	295,341
Total other, net	286,072	395,173	(83,101)	220,937	(420,984)	398,097
Total revenue, gains and other support without donor restrictions	$ 21,228,680	512,073	1,689,105	220,937	(2,422,112)	21,228,683

Lutheran Family Services of Nebraska, Inc. and Affiliates

Exhibit 2

Consolidating Statement of Activities (continued)
For the Year Ended December 31, 2018

	Lutheran Family Services of Nebraska, Inc.	Omaha Church Center, Inc.	Lutheran Family Services Foundation, Inc.	LFS 25th Avenue Apartments, LLC	Eliminations	Consolidated
Total revenue, gains and other support without donor restrictions - forward	$ 21,228,680	512,073	1,689,105	220,937	(2,422,112)	21,228,683
EXPENSES:						
Operating expenses -						
Salaries	12,265,517	12,000	117,222	10,219	(129,222)	12,275,736
Employee benefits	1,576,746	–	18,000	2,260	(18,000)	1,579,006
Payroll taxes	888,564	–	9,378	850	(9,378)	889,414
Total salaries and related expenses	14,730,827	12,000	144,600	13,329	(156,600)	14,744,156
Legal and accounting fees	77,297	16,257	12,232	–	(24,989)	80,797
Professional fees	1,581,207	67,106	17,795	3,054	(65,506)	1,603,656
Foster parent fees	697,737	–	–	–	–	697,737
Supplies	479,176	4,286	–	4,641	–	488,103
Telephone	342,630	–	–	1,291	–	343,921
Postage and shipping	42,258	–	–	–	–	42,258
Occupancy cost	1,664,001	56,990	4,860	61,825	(382,152)	1,405,524
Travel expense	474,013	–	–	–	–	474,013
Conference expense	177,911	–	–	–	–	177,911
Assistance to individuals	370,157	–	–	–	–	370,157
Equipment and maintenance	293,125	106,722	–	23,684	–	423,531
Insurance	106,995	23,079	–	13,058	–	143,132
Printing	91,351	–	–	2,454	–	93,805
Subscriptions and publications	17,618	–	–	–	–	17,618
Board expense	6,485	–	–	–	–	6,485
Organization dues	92,125	–	–	–	–	92,125
Uncollectible accounts	115,408	–	–	1,617	–	117,025
Miscellaneous	2,428	4	6,935	254	–	9,621
Grants to affiliates and other organizations	–	20,256	1,477,269	–	(1,480,857)	16,668
Depreciation	61,786	278,833	–	56,898	–	397,517
Total expenses	21,424,535	585,533	1,663,691	182,105	(2,110,104)	21,745,760
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS AND MEMBER'S EQUITY	$ (195,855)	(73,460)	25,414	38,832	(312,008)	(517,077)

Consolidating Statement of Activities (continued)
For the Year Ended December 31, 2018

	Lutheran Family Services of Nebraska, Inc.	Omaha Church Center, Inc.	Lutheran Family Services Foundation, Inc	LFS 25th Avenue Apartments, LLC	Eliminations	Consolidated
NET ASSETS WITHOUT DONOR RESTRICTIONS AND MEMBER'S EQUITY						
Change in net assets without donor restrictions and member's equity - forward	$ (195,655)	(73,460)	25,414	38,832	(312,008)	(517,077)
Member distributions	–	–	–	(150,000)	150,000	–
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS AND MEMBER'S EQUITY	(195,655)	(73,460)	25,414	(111,168)	(162,008)	(517,077)
NET ASSETS WITH DONOR RESTRICTIONS						
Contributions, grants and bequests	672,500	1,000	85,081	–	–	758,581
United Ways	445,864	–	–	–	–	445,864
Investment loss, net	–	–	(44,418)	–	–	(44,418)
Change in value of beneficial interest in perpetual trust	–	–	(53,719)	–	–	(53,719)
Change in value of beneficial interest in charitable remainder trust	–	–	(34,737)	–	–	(34,737)
Net assets released from restrictions	(995,889)	(58,300)	(1,030,861)	–	–	(2,085,050)
CHANGE IN NET ASSETS WITH DONOR RESTRICTIONS	122,475	(57,300)	(1,078,654)	–	–	(1,013,479)
CHANGE IN NET ASSETS AND MEMBER'S EQUITY	(73,380)	(130,760)	(1,053,240)	(111,168)	(162,008)	(1,530,556)
NET ASSETS AND MEMBER'S EQUITY:						
Beginning of year, as restated	3,123,137	5,159,809	7,472,076	1,292,305	(796,139)	16,251,188
End of year	$ 3,049,757	5,029,049	6,418,836	1,181,137	(958,147)	14,720,632

Lutheran Family Services of Nebraska, Inc. and Affiliates **Exhibit 3**

Statement of Activities by Core Competencies
Lutheran Family Services of Nebraska, Inc.
For the Year Ended December 31, 2018

	Agency Management	Fund Raising/ Public Relations	Behavioral Health Services	Children Services	Community Services	Total
SUPPORT AND REVENUE						
Contributions	$ 20,801	1,120,258	108,493	335,702	87,263	1,672,517
In-kind contributions, including unrecognized, footnote disclosed in-kind contributions in the amount of $38,171	27,289	25,411	120,094	96,169	301,525	570,488
LFS Foundation grants	351,368	36,066	357,934	110,256	898,409	1,754,033
Private grants	304,140	165,000	428,169	756,335	235,455	1,889,099
Government grants	--	--	65,674	1,181,755	2,137,942	3,385,371
United Ways	--	26,527	246,441	470,444	289,687	1,033,099
Program service fees	--	--	2,000,661	2,345,513	24,850	4,371,024
Purchase of service contracts	116,075	156,600	5,795,683	60,094	176,696	6,305,148
Interest and other	285,787	(9,031)	2,957	3,464	2,895	286,072
Total support and revenue	1,105,460	1,520,831	9,126,106	5,359,732	4,154,722	21,266,851
EXPENSES						
Personnel	2,126,201	818,305	6,359,465	3,033,148	2,393,708	14,730,827
Professional fees, including unrecognized, footnote disclosed in-kind contributions in the amount of $38,171	568,953	183,278	660,795	770,315	211,071	2,394,412
Occupancy costs	291,259	31,331	786,365	352,892	202,154	1,664,001
Travel and conference expenses	63,940	54,386	183,698	195,609	154,291	651,924
Other operating expenses	478,138	165,341	475,651	343,780	126,689	1,589,599
Specific assistance to individuals	--	--	34,499	17,138	318,520	370,157
Depreciation expense	61,786	--	--	--	--	61,786
Administration allocation	(2,552,124)	(284,674)	1,441,663	827,853	567,282	--
Total expenses	1,038,153	967,967	9,942,136	5,540,735	3,973,715	21,462,706
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	$ 67,307	552,864	(816,030)	(181,003)	181,007	(195,855)

Lutheran Family Services of Nebraska, Inc. and Affiliates

Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2018

Federal Grantor / Pass-Through Grantor	Federal Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Total Federal Expenditures
U.S. Department of Health and Human Services				
Passed through the Nebraska Department of Health and Human Services	Personal Responsibility Education Program	93.092	OG1601NEPREP OG1701NEPREP	$ 16,356
Passed through the Nebraska Department of Health and Human Services	Refugee TAG Formula	93.584	OG1601NERTAG OG1701NERTAG	177,529
Passed through Administration for Children and Families:				
Passed through Nebraska Department of Health and Human Services	Refugee and Entrant Assistance - Discretionary Grants	93.576	OG90RT019502 OG90RX027601	131,080
Passed through Nebraska Department of Health and Human Services Passed through Douglas County Health Department	Refugee and Entrant Assistance - Refugee Preventative Health	93.576	OG90RT019502 OG90RX027601	141,500
Passed through Church World Services	Refugee and Entrant Assistance - Preferred Placement	93.576	90RP0103	72,289
	Total Refugee and Entrant Assistance - Discretionary Grants			344,869
Passed through Lutheran Immigration and Refugee Service	Services for Unaccompanied Alien Children	93.676	90ZU0182-01 90ZU0182-02	52,688
Passed through Lutheran Immigration and Refugee Service	Refugee and Entrant Assistance - Voluntary Agency Programs	93.567	90ZU0071/03 1802MDRVMG	232,802
Passed through Church World Services	Refugee and Entrant Assistance - Voluntary Agency Programs	93.567	90RV0069	144,375
	Total Refugee and Entrant Assistance - Voluntary Agency Programs			377,177
Passed through PromiseShip	Nebraska Adoption Project	93.652	90CO1125-01	30,817
Passed through Region 6 Behavioral Healthcare	Child Care and Development Fund (CCDF) Cluster Child Care and Development Block Grant	93.575	G1601NECCDF G1701NECCDF	14,701
	Total CCDF Cluster			14,701
Passed through Nebraska Department of Health and Human Services	Refugee Social Services Program	93.566	OG1601NERSOC OG1701NERSOC OC1801NERCMA	494,624
Passed through Region V	Block Grant for Community Mental Health Services	93.958	R5 17-18 R5 18-19	38,708
Passed through Region 6 Behavioral Healthcare	Block Grant for Community Mental Health Services	93.958	R6 17-18 R6 18-19	20,276
	Total Block Grant for Community Mental Health Services			58,984
Subtotal				$ 1,567,745

The accompanying notes are an integral part of this schedule.

Lutheran Family Services of Nebraska, Inc. and Affiliates

Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended December 31, 2018

Federal Grantor / Pass-Through Grantor	Federal Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Total Federal Expenditures
Balance forward				$ 1,567,745
U.S. Department of Health and Human Services (Continued)				
Passed through Region 6 Behavioral Healthcare	Block Grants for Prevention and Treatment of Substance Abuse	93 959	R6 17-18 R6 18-19	3,783
Passed through Region V	Block Grants for Prevention and Treatment of Substance Abuse	93 959	R5 17-18 R5 18-19	59,992
	Total Block Grants for Prevention and Treatment of Substance Abuse			63,775
Passed through Nebraska Department of Health and Human Services	Temprary Assistance for Needy Families (TANF) Cluster Temporary Assistance for Needy Families	93 558	OG1601NETANF OG1701NETANF	47,506
	Total TANF Cluster			47,506
Passed through Nebraska Department of Health and Human Services	Foster Care Title IV-E	93 658	OG1801NEFOST OG1901NEFOST	25,796
Passed through the Centers for Disease Control and Prevention:				
Passed through the Nebraska Department of Health and Human Services	HIV Care Formula Grants	93 917	17X07HA00042 17X08HA29238 18X07HA00042	48,978
Passed through the U S Committee for Refugees and Immigrants	National Human Trafficking Victim Assistance	93 598	90ZV0123	1,550
Total U S Department of Health and Human Services				$ 1,755,350
U.S. Department of State				
Passed through Church World Services	Reception and Placement Program	19 510	SPRMCO14CA1010	$ 145,441
Passed through Lutheran Immigration and Refugee Service	Reception and Placement Program	19 510	SPRMCO17CA1010 SPRMC018CA1003	314,531
Total U S. Department of State				$ 459,972
U.S. Department of Justice				
Passed through the Nebraska Crime Commission	Victims of Crime Act	16 575	16VA0256 17VA0247	$ 37,716
Passed through the Nebraska Crime Commission	Justice Assistance Grant	16 738	15-DA-315 16-DA-315	74,886
Passed through the Bureau of Justice Assistance	City of Omaha Heartland CIT Project	16 746	2017-MO-BX-0052	42,821
Total U S. Department of Justice				$ 155,423
Corporation for National and Community Services				
Passed through the Nebraska Volunteer Service Commission	AmeriCorps	94 006	16AFHNE001	$ (16,311)
Total Expenditures of Federal Awards				$ 2,354,434

The accompanying notes are an integral part of this schedule

Note 1: Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Lutheran Family Services of Nebraska, Inc. (the Agency) under the programs of the federal government for the year ended December 31, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Agency, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Agency.

Note 2: Summary of Significant Accounting Policies

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

Note 3: Indirect Cost Rate

The Agency has elected not to use the 10-percent de-minimis indirect cost rate allowed under the Uniform Guidance.

SEIM JOHNSON

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

To the Board of Directors of
Lutheran Family Services of Nebraska, Inc. and Affiliates
Omaha, Nebraska:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Lutheran Family Services of Nebraska, Inc. and Affiliates (the Organization), which comprise the consolidated statement of financial position as of December 31, 2018, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated May 30, 2019. The financial statements of Omaha Church Center, Inc., Lutheran Family Services Foundation, Inc., and LFS 25th Avenue Apartments, LLC were not audited in accordance with *Government Auditing Standards*, and accordingly, this report does not include reporting on internal control over financial reporting or instances of reportable noncompliance associated with Omaha Church Center, Inc., Lutheran Family Services Foundation, Inc., or LFS 25th Avenue Apartments, LLC.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2018-001 that we consider to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Seim Johnson, LLP · 18081 Burt Street, Suite 200 Omaha, NE 68022-4722 Tel: 402.330.2660 Fax: 402.330.5108 SeimJohnson.com

The Organization's Response to Findings

The Organization's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The Organization's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of This Report

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

Seim Johnson, LLP

Omaha, Nebraska,
May 30, 2019.

PCL XL Error

Subsystem:	I/O
Error:	InputReadError
Operator:	ReadImage
Position:	623843

The change in endowment net assets for the years ended December 31, 2018 and 2017 are as follows:

		2018	
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year	$ --	1,345,765	1,345,765
Investment return:			
Interest and dividends, net	--	14,772	14,772
Net depreciation (realized and unrealized)	--	(23,533)	(23,533)
Total investment return	--	(8,761)	(8,761)
Contributions and board designations	112,454	15,081	127,535
Appropriations of endowment assets for expenditure	--	(98,435)	(98,435)
Endowment net assets, end of year	$ 112,454	1,253,650	1,366,104

		2017	
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year	$ --	1,395,230	1,395,230
Investment return:			
Interest and dividends, net	--	42,119	42,119
Net appreciation (realized and unrealized)	--	7,326	7,326
Total investment return	--	49,445	49,445
Contributions	--	--	--
Appropriations of endowment assets for expenditure	--	(98,910)	(98,910)
Endowment net assets, end of year	$ --	1,345,765	1,345,765

Return Objectives and Risk Parameters

The Organization has adopted investment policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while complying with all donor-imposed restrictions. Under this policy, as approved by the Board, the endowment assets are invested in a manner that maximizes total returns over long periods of time primarily through capital appreciation. A minimum of 30% of endowment assets are to be invested in cash, cash equivalents and fixed income securities.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved primarily through the purchase of securities of high quality.

Appropriation Policy and How the Investment Objectives Relate to Appropriation Policy

The Organization preserves the whole dollar value of the original gift as of the gift date of donor restricted endowments, absent explicit donor stipulations to the contrary. Interest, dividends and net appreciation of the donor restricted endowment funds are deemed appropriated for expenditure when earned.

(13) Contributions

Contributions are included in the consolidated statement of activities. Total contributions recognized for the years ended December 31, 2018 and 2017 were:

		2018	2017
Contributions without donor restrictions -			
Congregations and individuals (including in-kind contributions)	$	2,528,547	2,368,572
LCMS – Nebraska District		114,105	102,239
ELCA – Nebraska Synod		168,691	178,596
Individual gifts and bequests		193,436	580,317
Total contributions without donor restrictions		3,004,779	3,229,724
Contributions with donor restrictions		1,204,445	1,400,238
Total contributions	$	4,209,224	4,629,962

Donated professional services, space and other in-kind contributions are reported at fair value when received and reported in the consolidated statement of activities. The value of these contributions is as follows:

		2018	2017
Professional fees	$	250,651	546,511
Supplies and other		173,003	182,889
Occupancy costs		94,073	41,028
Legal and accounting fees		14,589	49,404
	$	532,316	819,832

(14) United Ways Support

The following is the detail of United Ways support included in activities without donor restrictions in the accompanying consolidated statement of activities:

		2018	2017
United Way of the Midlands	$	600,479	708,388
United Way of the Midlands (International Center)		208,052	216,096
Fremont Area United Way		94,394	85,000
United Way of Lincoln and Lancaster County		67,407	5,000
Heartland United Way, Inc.		41,352	63,554
Hastings United Way		13,775	13,930
Mid-Plains United Way		4,750	3,750
Lexington United Way		1,500	4,500
Cozad United Way, Inc.		1,000	2,000
United Way of the Kearney Area		390	--
United Way of McCook		--	100
	$	1,033,099	1,102,318

(15) Government Service Contracts and Grants

The following is a detail of government grants and purchase of service contracts included in the accompanying consolidated statement of activities:

		2018	2017
Grants:			
Nebraska Health and Human Services	$	1,023,903	1,038,783
NHHS – Refugee Education and Employability Partnership		640,191	591,472
Lutheran Immigration and Refugee Service		600,021	667,620
Church World Services		362,106	1,102,385
Learning Community of Douglas and Sarpy Counties		252,019	240,848
Promise Ship		194,820	309,709
AmeriCorps		--	68,077
Other		312,311	347,586
	$	3,385,371	4,366,480
Purchase of Service Contracts:			
Region 6 Behavioral Healthcare	$	2,876,104	3,065,271
Region V		2,409,729	2,505,876
Region II and Region III		189,773	193,396
Bluestem Health		389,833	498,562
Other		192,614	210,083
	$	6,058,053	6,473,188

(16) Joint Ventures

Right Turn, LLC

The Organization is one of two corporate members of Right Turn, LLC, which was formed as a joint venture between Lutheran Family Services of Nebraska, Inc. and Nebraska Children's Home Society in December 2009. Right Turn, LLC was organized solely to administer a contract with the Nebraska Department of Health and Human Services for the post adoption/guardianship program to enhance adoption services statewide through education of professionals and adoptive parents, and to heighten public awareness of adoption.

The Organization recognized revenue for services rendered to Right Turn, LLC in the amount of $624,003 and $368,145 for the years ended December 31, 2018 and 2017, respectively.

The Organization has not made any capital contributions to Right Turn, LLC. Due to lack of expected future economic benefit, the Organization has not recognized any equity interest in Right Turn, LLC in the financial statements.

Health360 Integrated Care Project

In December 2015, the Organization entered into a Health 360 Integrated Care Agreement (Agreement) with Bluestem Health, a federally qualified health center (FQHC) in Lincoln, Nebraska to provide health services under an integrated care model, in which the FQHC provides primary care services and the Organization will provide behavioral health services. The Organization received a grant from the Community Health Endowment of Lincoln in an amount up to $1,255,856 through December 31, 2017 to assist with funding the project.

The Organization recognized revenue in the amount of $85,416 in 2017 related to this grant for its share of services performed under the integrated care services agreement in the accompanying statement of activities.

(17) Lease Commitments

The Organization leases its various office facilities, equipment and vehicles under operating lease arrangements ranging in duration from one to five years. Rental expense relating to these leases amounted to $925,662 and $925,258 for the years ended December 31, 2018 and 2017, respectively.

The following is a schedule by years of future minimum rental commitments under non-cancelable leases as of December 31, 2018:

Year Ending December 31		Total
2019	$	645,909
2020		649,304
2021		577,015
2022		555,433
2023		1,021,129

(18) Pension Plan

The Organization has an Employer's Profit Sharing Plan created in accordance with Internal Revenue Code Section 403(b). Substantially all employees of the Organization are eligible to participate in the 403(b) plan. Employer contributions to the 403(b) plan are made based on the length of service of individual employees and range from 50% to 100% match of employee contributions up to 5% of eligible salaries. Total pension expense included in the consolidated statement of activities for the years ended December 31, 2018 and 2017, was $328,260 and $199,596, respectively.

(19) 457(b) Deferred Compensation Plan

The Organization has established a deferred compensation plan for a select group of management or highly compensated employees in accordance with Internal Revenue Code 457(b). The plan permits eligible employees to defer a portion of their salaries until future years. The deferred compensation is not available to the employees until retirement, separation from employment, death, unforeseeable emergency or attaining age 65. The employer is the beneficial owner of all assets the employee places in the plan. The employee is fully vested in all amounts credited to his or her account. The Organization made contributions of $23,705 and $23,130 to the plan on behalf of participants for the year ended December 31, 2018 and 2017, respectively.

The deferred compensation assets related to this plan in the amounts of $262,945 and $374,628 as of December 31, 2018 and 2017, respectively, are included within the accompanying consolidated statement of financial position as assets limited as to use. A liability of $304,752 and $374,628 as of December 31, 2018 and 2017, respectively, based on the fair value of the investments, has also been included within the accompanying consolidated statement of financial position as deferred compensation liability.

(20) Concentrations of Credit Risk

The Organization has locations throughout the State of Nebraska. The Organization grants credit without collateral to its clients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from clients and third-party payors at December 31, 2018 and 2017 were as follows:

	2018	2017
Medicare and Medicaid	22%	20%
Other state/governmental funding	51	56
Client and other payors	27	24
	100%	100%

The Organization, at times, maintains cash deposits in excess of Federal Deposit Insurance Corporation insurance limits. Management believes the risk relating to these deposits is minimal.

The Organization has investments in equity mutual funds and corporate stocks. The values of these funds are determined by market value and are not insured or collateralized.

(21) Risks and Uncertainties

The Organization receives a substantial portion of its funding for program services from federal and state agencies. As such, the Organization's ability to operate and administer these programs in the future is dependent on the funding received.

Due to the Presidential Executive Orders 13769 and 13780 placing limits on travel to the United States from certain countries, there have been significant reductions in funding for refugee resettlement programs by Federal awarding agencies. During 2017, the Organization received an $800,000 contribution from a private donor to assist with the funding to maintain refugee program services.

Litigation

The Organization is involved in litigation and regulatory investigations arising from the normal course of business. Nearly all of these claims are covered under policies of their current insurance carrier. After consultation with legal counsel, management estimates these matters will be resolved without material adverse affect on the Organization's future financial position or results from operations.

(22) Change in Accounting Principle

Effective January 1, 2018, the Organization adopted the provisions of FASB ASU 2016-14 *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities.* ASU 2016-14 made several changes to accounting and financial reporting for not-for-profit entities, including changes to the presentation of net assets, qualitative and quantitative information of how an entity manages liquidity and availability of financial assets to meet needs for expenditures, reporting of expenses by natural classification and functional classification, as well as expanded footnote disclosures. As a result of adopting ASU 2016-14, the following changes were made to the opening balances of net assets:

		Unrestricted	Temporarily Restricted	Permanently Restricted	Without Donor Restrictions	With Donor Restrictions	Total Net Assets
Net assets, January 1, 2018, as previously reported	$	9,520,400	4,770,093	1,960,695	--	--	16,251,188
Adoption of ASU 2016-14		(9,520,400)	(4,770,093)	(1,960,695)	9,520,400	6,730,788	--
Net assets, January 1, 2018, as restated	$	--	--	--	9,520,400	6,730,788	16,251,188

Lutheran Family Services of Nebraska, Inc. and Affiliates

Exhibit 1

Consolidating Statement of Financial Position
December 31, 2018

ASSETS		Lutheran Family Services of Nebraska, Inc.	Omaha Church Center, Inc.	Lutheran Family Services Foundation, Inc.	LFS 25th Avenue Apartments, LLC	Eliminations	Consolidated
Current assets:							
Cash and cash equivalents	$	505,403	366,436	735,398	93,063	--	1,700,300
Short-term investments		38,952	--	2,220,596	--	--	2,259,548
Receivables -							
Service accounts, net of allowance for uncollectible accounts and contractual adjustments of $126,900		757,808	--	--	--	--	757,808
Pledges		1,233,277	35,200	232,708	--	--	1,501,185
Grants		861,237	--	--	--	--	861,237
Affiliates		693,902	498,491	--	--	(1,192,393)	--
Other		125,136	34,834	16	2,427	--	162,413
Prepaid expenses		136,984	--	4,475	9,365	--	150,824
Total current assets		4,352,699	934,961	3,193,193	104,855	(1,192,393)	7,393,315
Investment in Josiah Place, Inc.		--	4,652	--	--	--	4,652
Investment in LFS 25th Avenue Apartments, LLC		1,181,137	--	--	--	(1,181,137)	--
Interest in Fremont Area Community Foundation		--	--	682,742	--	--	682,74.
Pledges receivable, less current portion		--	112,450	--	--	--	112,450
Beneficial interest in perpetual trust		--	--	1,059,920	--	--	1,059,920
Beneficial interest in charitable remainder trust		--	--	109,437	--	--	109,437
Assets limited as to use		438,832	19,033	2,559,462	--	--	3,017,327
Property and equipment, net		153,488	3,970,174	--	1,104,327	--	5,227,989
Total assets	$	6,126,156	5,041,270	7,604,754	1,209,182	(2,373,530)	17,607,832

Lutheran Family Services of Nebraska, Inc. and Affiliates

Exhibit 1

Consolidating Statement of Financial Position (continued)
December 31, 2018

LIABILITIES, NET ASSETS AND MEMBER'S EQUITY		Lutheran Family Services of Nebraska, Inc.	Omaha Church Center, Inc.	Lutheran Family Services Foundation, Inc.	LFS 25th Avenue Apartments, LLC	Eliminations	Consolidated
Current liabilities:							
Accounts payable -							
Trade	$	348,051	12,221	–	10,098	–	370,370
Affiliates		–	–	1,185,918	6,475	(1,192,393)	–
Accrued salaries, wages, vacation and payroll taxes payable		981,308	–	–	–	–	981,308
Retirement plan payable		54,698	–	–	–	–	54,698
Deferred revenue		1,387,590	–	–	11,472	(222,990)	1,176,072
Total current liabilities		2,771,647	12,221	1,185,918	28,045	(1,415,383)	2,582,448
Deferred compensation liability		304,752	–	–	–	–	304,752
Total liabilities		3,076,399	12,221	1,185,918	28,045	(1,415,383)	2,887,200
Commitments and contingencies							
assets and member's equity:							
Member's equity		–	–	–	1,181,137	(1,181,137)	–
Net assets without donor restrictions		1,754,506	4,862,366	2,163,461	–	222,990	9,003,323
Net assets with donor restrictions		1,295,251	166,683	4,255,375	–	–	5,717,309
Total net assets		3,049,757	5,029,049	6,418,836	1,181,137	(958,147)	14,720,632
Total liabilities and net assets	$	6,126,156	5,041,270	7,604,754	1,209,182	(2,373,530)	17,607,832

Lutheran Family Services of Nebraska, Inc. and Affiliates

Exhibit 2

Consolidating Statement of Activities
For the Year Ended December 31, 2018

		Lutheran Family Services of Nebraska, Inc.	Omaha Church Center, Inc.	Lutheran Family Services Foundation, Inc.	LFS 25th Avenue Apartments, LLC	Eliminations	Consolidated
REVENUE GAINS AND OTHER SUPPORT WITHOUT DONOR RESTRICTIONS:							
Public support -							
Congregations and individuals	$	1,922,038	--	606,509	--	--	2,528,547
United Ways		524,319	--	--	--	--	524,319
LCMS - Nebraska District		114,105	--	--	--	--	114,105
ELCA - Nebraska Synod		168,691	--	--	--	--	168,691
Grants from affiliate		1,754,033	--	--	--	(1,754,033)	--
Private grants		1,401,990	--	--	--	--	1,401,990
Government grants		3,385,371	--	--	--	--	3,385,371
Individual gifts and bequests		--	58,600	134,836	--	--	193,436
Net assets released from restrictions, including United Ways of $508,780		995,889	58,300	1,030,861	--	--	2,085,050
Total public support		10,266,436	116,900	1,772,206	--	(1,754,033)	10,401,509
Program service revenue -							
Program service fees, net		4,371,024	--	--	--	--	4,371,0[illegible]
Purchase of service contracts		6,305,148	--	--	--	(247,095)	6,058,0[illegible]
Total program service revenue, net		10,676,172	--	--	--	(247,095)	10,429,077
Other -							
Investment income (loss), net		(40,799)	13,021	(83,101)	--	--	(110,879)
Change in investment in LFS 25th Avenue Apartments, LLC		38,832	--	--	--	(38,832)	--
Rental income		--	382,152	--	213,635	(382,152)	213,635
Other revenue		288,039	--	--	7,302	--	295,341
Total other, net		286,072	395,173	(83,101)	220,937	(420,984)	398,097
Total revenue, gains and other support without donor restrictions	$	21,228,680	512,073	1,689,105	220,937	(2,422,112)	21,228,683

Lutheran Family Services of Nebraska, Inc. and Affiliates

Exhibit 2

Consolidating Statement of Activities (continued)
For the Year Ended December 31, 2018

	Lutheran Family Services of Nebraska, Inc.	Omaha Church Center, Inc.	Lutheran Family Services Foundation, Inc	LFS 25th Avenue Apartments, LLC	Eliminations	Consolidated
Total revenue, gains and other support without donor restrictions - forward	$ 21,228,680	512,073	1,689,105	220,937	(2,422,112)	21,228,683
EXPENSES:						
Operating expenses -						
Salaries	12,265,517	12,000	117,222	10,219	(129,222)	12,275,736
Employee benefits	1,576,746	--	18,000	2,260	(18,000)	1,579,006
Payroll taxes	888,564	--	9,378	850	(9,378)	889,414
Total salaries and related expenses	14,730,827	12,000	144,600	13,329	(156,600)	14,744,156
Legal and accounting fees	77,297	16,257	12,232	--	(24,989)	80,797
Professional fees	1,581,207	67,106	17,795	3,054	(65,506)	1,603,656
Foster parent fees	697,737	--	--	--	--	697,737
Supplies	479,176	4,286	--	4,641	--	488,103
Telephone	342,630	--	--	1,291	--	343,921
Postage and shipping	42,258	--	--	--	--	42,258
Occupancy cost	1,664,001	56,990	4,860	61,825	(382,152)	1,405,524
Travel expense	474,013	--	--	--	--	474,013
Conference expense	177,911	--	--	--	--	177,911
Assistance to individuals	370,157	--	--	--	--	370,157
Equipment and maintenance	293,125	106,722	--	23,684	--	423,531
Insurance	106,995	23,079	--	13,058	--	143,132
Printing	91,351	--	--	2,454	--	93,805
Subscriptions and publications	17,618	--	--	--	--	17,618
Board expense	6,485	--	--	--	--	6,485
Organization dues	92,125	--	--	--	--	92,125
Uncollectible accounts	115,408	--	--	1,617	--	117,025
Miscellaneous	2,428	4	6,935	254	--	9,621
Grants to affiliates and other organizations	--	20,256	1,477,269	--	(1,480,857)	16,668
Depreciation	61,786	278,833	--	56,898	--	397,517
Total expenses	21,424,535	585,533	1,663,691	182,105	(2,110,104)	21,745,760
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS AND MEMBER'S EQUITY	$ (195,855)	(73,460)	25,414	38,832	(312,008)	(517,077)

Lutheran Family Services of Nebraska, Inc. and Affiliates

Exhibit 2

Consolidating Statement of Activities (continued)
For the Year Ended December 31, 2018

		Lutheran Family Services of Nebraska, Inc.	Omaha Church Center, Inc.	Lutheran Family Services Foundation, Inc.	LFS 25th Avenue Apartments, LLC	Eliminations	Consolidated
NET ASSETS WITHOUT DONOR RESTRICTIONS AND MEMBER'S EQUITY							
Change in net assets without donor restrictions and member's equity - forward	$	(195,855)	(73,460)	25,414	38,832	(312,008)	(517,077)
Member distributions		--	--	--	(150,000)	150,000	--
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS AND MEMBER'S EQUITY		(195,855)	(73,460)	25,414	(111,168)	(162,008)	(517,077)
NET ASSETS WITH DONOR RESTRICTIONS							
Contributions, grants and bequests		672,500	1,000	85,081	--	--	758,581
United Ways		445,864	--	--	--	--	445,864
Investment loss, net		--	--	(44,418)	--	--	(44,418)
Change in value of beneficial interest in perpetual trust		--	--	(53,719)	--	--	(53,719)
Change in value of beneficial interest in charitable remainder trust		--	--	(34,737)	--	--	(34,737)
Net assets released from restrictions		(995,889)	(58,300)	(1,030,861)	--	--	(2,085,050)
CHANGE IN NET ASSETS WITH DONOR RESTRICTIONS		122,475	(57,300)	(1,076,654)	--	--	(1,013,479)
CHANGE IN NET ASSETS AND MEMBER'S EQUITY		(73,380)	(130,760)	(1,053,240)	(111,168)	(162,008)	(1,530,55[illegible]
NET ASSETS AND MEMBER'S EQUITY:							
Beginning of year, as restated		3,123,137	5,159,809	7,472,076	1,292,305	(796,139)	16,251,188
End of year	$	3,049,757	5,029,049	6,418,836	1,181,137	(958,147)	14,720,632

Lutheran Family Services of Nebraska, Inc. and Affiliates

Exhibit 3

Statement of Activities by Core Competencies
Lutheran Family Services of Nebraska, Inc.
For the Year Ended December 31, 2018

	Agency Management	Fund Raising/ Public Relations	Behavioral Health Services	Children Services	Community Services	Total
SUPPORT AND REVENUE						
Contributions	$ 20,801	1,120,258	108,493	335,702	87,263	1,672,517
In-kind contributions, including unrecognized, footnote disclosed in-kind contributions in the amount of $38,171	27,289	25,411	120,094	96,169	301,525	570,488
LFS Foundation grants	351,368	36,066	357,934	110,256	898,409	1,754,033
Private grants	304,140	165,000	428,169	756,335	235,455	1,889,099
Government grants	--	--	65,674	1,181,755	2,137,942	3,385,371
United Ways	--	26,527	246,441	470,444	289,687	1,033,099
Program service fees	--	--	2,000,661	2,345,513	24,850	4,371,024
Purchase of service contracts	116,075	156,600	5,795,683	60,094	176,696	6,305,148
Interest and other	285,787	(9,031)	2,957	3,464	2,895	286,072
Total support and revenue	1,105,460	1,520,831	9,126,106	5,359,732	4,154,722	21,266,851
EXPENSES						
Personnel	2,126,201	818,305	6,359,465	3,033,148	2,393,708	14,730,827
Professional fees, including unrecognized, footnote disclosed in-kind contributions in the amount of $38,171	568,953	183,278	660,795	770,315	211,071	2,394,412
Occupancy costs	291,259	31,331	786,365	352,892	202,154	1,664,001
Travel and conference expenses	63,940	54,386	183,698	195,609	154,291	651,924
Other operating expenses	478,138	165,341	475,651	343,780	126,689	1,589,599
Specific assistance to individuals	--	--	34,499	17,138	318,520	370,157
Depreciation expense	61,786	--	--	--	--	61,786
Administration allocation	(2,552,124)	(284,674)	1,441,663	827,853	567,282	--
Total expenses	1,038,153	967,967	9,942,136	5,540,735	3,973,715	21,462,706
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	$ 67,307	552,864	(816,030)	(181,003)	181,007	(195,855)

Lutheran Family Services of Nebraska, Inc. and Affiliates

Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2018

Federal Grantor / Pass-Through Grantor	Federal Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Total Federal Expenditures
U.S. Department of Health and Human Services				
Passed through the Nebraska Department of Health and Human Services	Personal Responsibility Education Program	93 092	OG1601NEPREP OG1701NEPREP	$ 16,356
Passed through the Nebraska Department of Health and Human Services	Refugee TAG Formula	93 584	OG1601NERTAG OG1701NERTAG	177,529
Passed through Administration for Children and Families:				
Passed through Nebraska Department of Health and Human Services	Refugee and Entrant Assistance - Discretionary Grants	93 576	OG90RT019502 OG90RX027601	131,080
Passed through Nebraska Department of Health and Human Services Passed through Douglas County Health Department	Refugee and Entrant Assistance - Refugee Preventative Health	93 576	OG90RT019502 OG90RX027601	141,500
Passed through Church World Services	Refugee and Entrant Assistance - Preferred Placement	93 576	90RP0103	72,289
	Total Refugee and Entrant Assistance - Discretionary Grants			344,869
Passed through Lutndran Immigration and Refugee Service	Services for Unaccompanied Alien Children	93 676	90ZU0182-01 90ZU0182-02	52,688
Passed through Lutheran Immigration and Refugee Service	Refugee and Entrant Assistance - Voluntary Agency Programs	93 567	90ZU0071/03 1802MDRVMG	232,802
Passed through Church World Services	Refugee and Entrant Assistance - Voluntary Agency Programs	93 567	90RV0069	144,375
	Total Refugee and Entrant Assistance - Voluntary Agency Programs			377,177
Passed through PromiseShip	Nebraska Adoption Project	93 652	90CO1125-01	30,817
Passed through Region 6 Behavioral Healthcare	Child Care and Development Fund (CCDF) Cluster Child Care and Development Block Grant	93 575	G1601NECCDF G1701NECCDF	14,701
	Total CCDF Cluster			14,701
Passed through Nebraska Department of Health and Human Services	Refugee Social Services Program	93 566	OG1601NERSOC OG1701NERSOC OC1801NERCMA	494,624
Passed through Region V	Block Grant for Community Mental Health Services	93 958	R5 17-18 R5 18-19	38,708
Passed through Region 6 Behavioral Healthcare	Block Grant for Community Mental Health Services	93 958	R6 17-18 R6 18-19	20,276
	Total Block Grant for Community Mental Health Services			58,984
Subtotal				$ 1,567,745

The accompanying notes are an integral part of this schedule

Lutheran Family Services of Nebraska, Inc. and Affiliates

Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended December 31, 2018

Federal Grantor / Pass-Through Grantor	Federal Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Total Federal Expenditures
Balance forward				$ 1,567,745
U.S. Department of Health and Human Services (Continued)				
Passed through Region 6 Behavioral Healthcare	Block Grants for Prevention and Treatment of Substance Abuse	93.959	R6 17-18 R6 18-19	3,783
Passed through Region V	Block Grants for Prevention and Treatment of Substance Abuse	93.959	R5 17-18 R5 18-19	59,992
	Total Block Grants for Prevention and Treatment of Substance Abuse			63,775
Passed through Nebraska Department of Health and Human Services	Temprary Assistance for Needy Families (TANF) Cluster Temporary Assistance for Needy Families	93.558	OG1601NETANF OG1701NETANF	47,506
	Total TANF Cluster			47,506
Passed through Nebraska Department of Health and Human Services	Foster Care Title IV-E	93.658	OG1801NEFOST OG1901NEFOST	25,796
Passed through the Centers for Disease Control and Prevention:				
Passed through the Nebraska Department of Health and Human Services	HIV Care Formula Grants	93.917	17X07HA00042 17X08HA29238 18X07HA00042	48,978
Passed through the U.S. Committee for Refugees and Immigrants	National Human Trafficking Victim Assistance	93.598	90ZV0123	1,650
Total U.S. Department of Health and Human Services				$ 1,755,350
U.S. Department of State				
Passed through Church World Services	Reception and Placement Program	19.510	SPRMCO14CA1010	$ 145,441
Passed through Lutheran Immigration and Refugee Service	Reception and Placement Program	19.510	SPRMCO17CA1010 SPRMC016CA1003	314,531
Total U.S. Department of State				$ 459,972
U.S. Department of Justice				
Passed through the Nebraska Crime Commission	Victims of Crime Act	16.575	16VA0256 17VA0247	$ 37,716
Passed through the Nebraska Crime Commission	Justice Assistance Grant	16.738	15-DA-315 16-DA-315	74,886
Passed through the Bureau of Justice Assistance	City of Omaha Heartland CIT Project	16.745	2017-MO-BX-0052	42,821
Total U.S. Department of Justice				$ 155,423
Corporation for National and Community Services				
Passed through the Nebraska Volunteer Service Commission	AmeriCorps	94.006	16AFHNE001	$ (16,311)
Total Expenditures of Federal Awards				$ 2,354,434

The accompanying notes are an integral part of this schedule

Notes to Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2018

Note 1: Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Lutheran Family Services of Nebraska, Inc. (the Agency) under the programs of the federal government for the year ended December 31, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Agency, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Agency.

Note 2: Summary of Significant Accounting Policies

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

Note 3: Indirect Cost Rate

The Agency has elected not to use the 10-percent de-minimis indirect cost rate allowed under the Uniform Guidance.

SEIM JOHNSON

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

To the Board of Directors of
Lutheran Family Services of Nebraska, Inc. and Affiliates
Omaha, Nebraska:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Lutheran Family Services of Nebraska, Inc. and Affiliates (the Organization), which comprise the consolidated statement of financial position as of December 31, 2018, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated May 30, 2019. The financial statements of Omaha Church Center, Inc., Lutheran Family Services Foundation, Inc., and LFS 25th Avenue Apartments, LLC were not audited in accordance with *Government Auditing Standards*, and accordingly, this report does not include reporting on internal control over financial reporting or instances of reportable noncompliance associated with Omaha Church Center, Inc., Lutheran Family Services Foundation, Inc., or LFS 25th Avenue Apartments, LLC.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2018-001 that we consider to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Seim Johnson, LLP · 18081 Burt Street, Suite 200 · Omaha, NE 68022-4722 · Tel: 402.330.2660 · Fax: 402.330.5108 · SeimJohnson.com

The Organization's Response to Findings

The Organization's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The Organization's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of This Report

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

Seim Johnson, LLP

Omaha, Nebraska,
May 30, 2019.

SEIM JOHNSON

Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance

To the Board of Directors
Lutheran Family Services of Nebraska, Inc. and Affiliates
Omaha, Nebraska:

Report on Compliance for Each Major Federal Program

We have audited Lutheran Family Services of Nebraska, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Lutheran Family Services of Nebraska, Inc.'s major federal programs for the year ended December 31, 2018. Lutheran Family Services of Nebraska, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Lutheran Family Services of Nebraska, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Lutheran Family Services of Nebraska, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Lutheran Family Services of Nebraska, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Lutheran Family Services of Nebraska, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2018.

Report on Internal Control Over Compliance

Management of Lutheran Family Services of Nebraska, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Lutheran Family Services of Nebraska, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Lutheran Family Services of Nebraska, Inc.'s internal control over compliance.

Seim Johnson, LLP · 18081 Burt Street, Suite 200 · Omaha, NE 68022-4722 · Tel: 402.330.2660 · Fax: 402.330.5108 · SeimJohnson.com

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of the section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that were not been identified.

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

Seim Johnson, LLP

Omaha, Nebraska,
May 30, 2019.

II. FINANCIAL STATEMENT FINDINGS

Item 2018-001

Significant Deficiency

Criteria:	The design or operation of the Organization's internal controls should allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements in the financial statements on a timely basis.
Condition.	Payments received on pledges receivable were not properly applied to outstanding balances resulting in improper recognition of revenue.
Cause:	Due to an oversight by management and financial reporting personnel, certain pledge payments received were not appropriately applied against outstanding receivable balances and additional revenue was inappropriately recognized.
Effect:	Contribution revenue and pledges receivable were overstated. Audit journal entries were required to properly recognize revenue and report outstanding pledges receivable balances.
Recommendation:	The Organization should review its procedures related to revenue recognition to ensure proper reporting.
Views of Responsible Officials:	During 2018, there was significant turnover and transition in accounting and financial reporting personnel within the Organization. This transition resulted in the year end closing process being performed by individuals with limited institutional knowledge of the activities of the Organization that occurred throughout the year. Therefore the application of certain cash receipts were not appropriately applied against existing receivable balances as part of the year end closing process resulting in the misstatement.

III. FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS

No findings or questioned costs for federal awards were reported.

Lutheran Family Services of Nebraska, Inc. and Affiliates

Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2018

I. SUMMARY OF INDEPENDENT AUDITOR'S RESULTS

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified	

Internal control over financial reporting:

• Material weakness(es) identified?	____ Yes	x No
• Significant deficiency(ies) identified?	x Yes	____ None Reported
Noncompliance material to financial statements noted?	____ Yes	x No

Federal Awards

Internal control over major federal programs:

• Material weakness(es) identified?	____ Yes	x No
• Significant deficiency(ies) identified?	____ Yes	x None Reported
Type of auditor's report issued on compliance for major federal programs:	Unmodified	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	____ Yes	x No

Identification of major federal programs:

CFDA Number(s)	Names of Federal Program or Cluster
93.566	Refugee Social Services Program
93.567	Refugee and Entrant Assistance – Voluntary Agency Programs

Dollar threshold used to distinguish between type A and type B programs	$750,000	
Auditee qualified as low-risk auditee?	x Yes	____ No

Lutheran Family Services
of Nebraska, Inc.
124 South 24th Street, Suite 230 • Omaha, NE 68102
(402) 342-7038 • Fax (402) 342-6408 • www.lfsneb.org

Lutheran Family Services of Nebraska, Inc. and Affiliates

Corrective Action Plan
For the Year Ended December 31, 2018

Item 2018-001

Condition:	Payments received on pledges receivable were not properly applied to outstanding balances resulting in improper recognition of revenue.
Planned Corrective Action:	Management reviewed the pledge balances in question and audit entries were proposed to properly recognize contribution revenue and report accurate outstanding pledges receivable balances. Management is currently reviewing its processes and controls over financial reporting related to the revenue recognition process.
Person Responsible:	Louise Pickens, Chief Financial Officer
Anticipated Completion Date:	June 30, 2019

Lutheran Family Services
of Nebraska, Inc.
124 South 24th Street, Suite 230 • Omaha, NE 68102
(402) 342-7038 • Fax (402) 342-6408 • LFSneb.org

VI. Proposal Instructions

A. Proposal Submission

2. Technical Approach

Subsections: a-g

RFP Number 6126 Z1
Technical Proposal

State of Nebraska

Department of Health and Human Services
Division of Public Health

Lutheran Family Services of Nebraska, INC
Is hereby authorized in compliance with laws of the State of Nebraska to establish and conduct a **Child Placing Agency** with the approved services of **Adoption & Foster Care** located at: **124 S 24 St Suite 200 Omaha NE 68102**

Lutheran Family Services of Nebraska is hereby issued License No. **CPA016** which is effective from **10/26/2018** and will expire on **10/26/2019**

Given under the name and Seal of the Department of Health and Human Services Division of Public Health of the State of Nebraska at Lincoln on **October 31, 2018.**

DEPARTMENT OF HEALTH AND HUMAN SERVICES STATE OF NEBRASKA SEAL EST. JULY 1, 2007

Bo Botelho, Interim CEO
Interim Director of Public Health
Department of Health and Human Services

435174

COUNCIL ON ACCREDITATION

Attests That

Lutheran Family Services of Nebraska, Inc.
Omaha, NE

Is

ACCREDITED

Achieving the Highest Standards of Professional Practice for the Services It Provides

Accredited Through

February 28, 2021

G. BIDDER REQUIREMENTS

1.	Describe the plan to recruit, train, and supervise staff who are knowledgeable about the unique needs of foster and adoptive children and families.

Bidder Response:

Lutheran Family Services (LFS) has an extensive recruiting and training program through the LFS Human Resources Office. Upon hiring, staff are on-boarded and receive the standard employee orientation/training (See Attachment A. *Lutheran Family Services – Recruitment and Selection Policy and Procedure,* and Attachment B. *Lutheran Family Services Background Screening Policy and Procedure).*

Staff providing Adoption and Foster Care Home Studies receive specialized training in best practices as outlined in the *Lutheran Family Services Foster Care Program Manual* (See Attachment C –*Foster Care Program Manual* (excerpts) and the *Lutheran Family Services Foster Care Training checklist* (See Attachment D). As new staff gain knowledge and proficiency, they become progressively more independent on home study assignments.

Ongoing supervision is provided at least weekly and recorded (see Attachment E. *Weekly Supervision-Foster care/Licensing/In-Home template*). If a crisis arises, the supervisor is available 24 hours a day. All current foster care and adoption staff have conducted Home Studies and have undergone training as outlined above.

Supervisory Personnel

Linda Dubs-Cerny, LFS Assistant Vice President of Children Services, will provide program oversite. Before her current position, Linda served as the LFS Director of Children's Behavioral Health. Before that, she was a supervisor for the agency's Right Turn program, which provides post-adoption support to help families maintain permanency. Linda spent several years at Magellan Health Services and Nebraska Children's Home Society. Linda's 35-year work experience includes working in a variety of areas, including mental health, child welfare, community health, managed care, and acute care hospitals. Linda is a Licensed Clinical Social Worker and an Independently Licensed Mental Health Practitioner in the State of Nebraska. Linda has significant experience in developing, implementing, and managing services for children and youth. (See *Resumes:* Attachment L)

Katherine Spoon, Strengthening Families Manager, provides supervision of the LFS Foster Care and In-home Programs. Katherine has 12 years of experience working in the child welfare field, ten years of which she has worked in Foster Care and Adoption. Katherine is also a trainer for Trauma Informed Partnering for Safety and Permanence Model Approach (TIPS-MAPP) and has been active in many state workgroups, including the Nebraska Caregivers Responsibilities (NCR) and other workgroups through Foster Family Treatment Associations (FFTA). *(See Resumes:* Attachment M*).*

Renee Ambrose is the LFS Permanency Support Supervisor. She has 18 years of experience working in the adoption and foster care field. Renee is active in Nebraska Adoption Agencies Association (NAAA) and has served as the group's president, vice president, and secretary. She is a participant in the Nebraska state workgroup for adoption subsidy and home study workgroups. Renee is a trained Adoption Competent Therapist by the Center for Adoption and Support Education (CASE). She is also a Circle of Security facilitator. *(See Resumes:* Attachment N*)*.

LFS recruits and prepares the best possible families for adoption placements. LFS strives to have up to 25 diverse families available at any given time. Questionnaires and personal interviews inform LFS adoption specialist about a family's resolution (acceptance and coping) of infertility, education on adoption issues, awareness of parenting issues, and commitment to adoption openness.

Other considerations include the community of residence, other children, willingness to adopt transracially/culturally or children with special needs, and the number of actively waiting families needed in the program. For birth parents and adoptive families with an existing agreement for placement, independent of Lutheran Family Services, LFS facilitates the relinquishment and placement of the child. LFS can also provide counseling to the birth parents and the adoptive family.

Under Nebraska law, licensed child-placing agencies must complete a home study of prospective adoptive homes before a child's placement. LFS adoption home studies are available to families pursuing adoption through another agency. LFS provides the required home study report as well as post-placement supervision for families working with an international adoption agency.

LFS was the sole Nebraska recipient of the Dave Thomas Foundation for Adoption® signature program, "Wendy's Wonderful Kids" (WWK). As a grantee, LFS agreed to hire and train adoption recruiters using the Foundation's own WWK Child-Focused Recruitment Model.

The WWK-trained recruiters serve smaller caseloads, so they have the time and resources to give children one-on-one attention and focus on those residing in foster care the longest. These include older youth, sibling groups, and children with special needs.

LFS also provides proven foster care services. Foster parents respond to a child's immediate need for placement 24 hours a day. The placement varies depending on the situation. Foster parents have the most direct contact with the child and are central to the planning team. The team includes LFS foster care staff, a Nebraska Department of Health and Human Services case manager, biological parents, teachers, therapists, counselors, and other professionals involved with the family.

The ratio between LFS foster care specialists and foster parents ensures each family receives the time, attention, and support it needs for successful placements. LFS foster care is directed and supervised by staff who have been foster parents and understand its challenges and rewards.

Foster families and foster children are provided with care packages at the beginning of placement and throughout the year. These packages often include clothing, toys, household cleaners, toothpaste, shampoo, soaps, laundry detergent, dishwashing detergent, and other items. In addition, LFS offers holiday gift assistance.

Foster families receive 24 days of paid respite per year. When possible, LFS helps locate and arrange the respite. If a foster parent experiences a unique situation and needs additional time, additional temporary respite is available on a case-by-case basis. The Employee Assistance Program provides foster parents access to short-term counseling for stress, relationships, parenting, job concerns, grief, depression, emotional difficulties, and financial anxiety.

Foster parents have access to more than 15 training courses on many topics including parenting, attachment, and cultural issues. LFS offers ongoing online training so foster parents can earn their required yearly CEU at convenient times in their own home. LFS sends foster parents notification of community discounts and family-centered activities.

The **Bilingual Foster Care Specialist** helps Hispanic/Latino foster youths maintain a connection to their culture, religion, and language. The specialist recruits and supports bilingual foster and kinship homes to help children understand where they come from and to develop their sense of belonging and identity. LFS offers Foster care TIPS MAPP training in Spanish.

The agency's current focus is on the Hispanic/Latino population as this is the greatest need in the area; however, over time, the goal is to transform into a multicultural foster care program to support children and foster/kinship families from varied cultural and linguistic backgrounds.

LFS offers an additional service for families in crisis who have experienced the removal of children from the home. The *Pathways to Permanency* program uses short-term, intensive interventions in family homes to stabilize crisis and improve family functioning. The program provides longer-term case management, including collaboration with LFS' foster care services to ensure families create environments suitable for children.

Many program clients face child removal due to dire poverty and the inability to adequately provide for their children's needs. LFS staff realizes client families may be coping with multiple, interrelated difficulties in addition to poverty: substance abuse and mental health concerns, domestic violence, and major medical events. LFS works closely with the family to address these urgent and complex concerns.

Pathways staff are immediately available to provide intensive intervention after children leave the home. Staff may have to stabilize crisis situations such as helping clients find housing, access to healthcare, social services, or meals. When staff address safety issues they begin to help parents achieve long-term stability and practice practical parenting skills enabling children to return home.

Many caregivers (foster, adoptive, or biological parents) are committed to providing permanency for a child but need assistance creating healthy, safe, and nurturing relationships. Through the *Pathways* program, clients learn appropriate social skills and are connected to social support resources. Staff help families build self-sufficiency through activities such as teaching parenting techniques and nurturing abilities, facilitating family bonding, helping families create respectful boundaries and teaching home economics and care.

	Families receive weekly in-home services depending on their needs, and learn basic parenting techniques and household management skills. Caseworkers coach parents to interact with their children in methods emphasizing respect, safety, and nurturing. Caseworkers also observe and assess family interactions, identify strengths and problems in the parent-child relationship, and work with families to create healthy routines. Staff work in tandem with the biological parents and kinship homes to ensure children's needs are being met and expectations between both the child's homes are consistent. Another critical component of the *Pathways* program is teaching clients where to find resources, rather than repeatedly meeting emergency needs. Sometimes it involves teaching clients how to budget, but it also includes connections to low cost community resources. For example, workers connect parents to free or low-cost clinics for health care and help them enroll their children in free or reduced school lunch programs. Staff escort parents and connect them with community resources, sometimes accompanying them on the city bus until they are familiar with the location. This wrap-around system provides holistic care to the entire family system and builds the family's resources and strengths toward systemic change. The program's goal is to empower parents to create safe, healthy and nurturing homes for themselves and their children so they remain together and poised for long-term success. For goal measurement, program staff track improvements in parenting skills, protective factors, connection to community resources, a stable home environment, and children being returned unsupervised to their biological home.
2.	Describe bidder's approach to maintaining confidentiality of families and demonstrate the ability to ensure adequate data collection, management and reporting. Describe how bidder will comply with confidentiality requirements and collaboration with DHHS.
	Bidder Response: *Confidentiality* Lutheran Family Services (LFS) respects the right to privacy of all those we serve. LFS maintains the highest professional ethics and legal standards regarding client confidentiality and complies with all federal and state regulations regarding privacy of persons served including the *Health Insurance Portability and Accountability Act (HIPAA) Regulations, 45 CFR Part 164.* For more detailed information see *Lutheran Family Services of Nebraska- Client Confidentiality Policy* (Attachment F), *Lutheran Family Services of Nebraska-Client Confidentiality Procedure*, (Attachment G) and *Lutheran Family Services-Confidentiality Foster Care* (Attachment H). *Data collection, management, and reporting* LFS has an extensive history of data collection, management and reporting in many programs and services as required by the Nebraska Department of Health and Human Services. LFS is very familiar with the current reporting regulations, particularly for foster care and adoption programs. The agency regularly interacts with state data systems including *FAMCare* and

	Sales Force. LFS has a robust IT department which successfully manages and interacts with a variety of other databases including *ACCESSNebraska*, *SQL*, and *Profiler*. LFS' agency-wide data, and outcome evaluation uses a *Continuous Quality Improvement* (CQI) approach where LFS tracks logic model outcomes and goals on a monthly, quarterly, and annual basis. CQI tracks objectives, outcomes, and actual results against projected results. CQI produces quarterly 'scorecards' to enable program teams to analyze and act upon data and make needed adjustments to improve service delivery. The program logic model dictates the outcome measures to create the quantitative reports and ensures appropriate program management and targeted client population reach. Quarterly outcome reports reflect the success of the program in meeting client goals. LFS reviews the logic model annually, and amends as needed to reflect lessons learned the previous year. LFS is committed to qualitative data collection, gathering client success stories to share as anecdotal evidence of success. Program modification and improvement come from sources such as the logic model, evaluations, client surveys, and program audits. LFS programs undergo formal file audits by both internal LFS departments and external agencies. Clients may provide input to staff at any time via verbal or written request. In addition, clients complete a client satisfaction survey to provide specific feedback regarding services offered, customer service experience, and if the program fulfilled their overall needs. In Quarter 2 of 2019, a survey of 95 Children Services clients showed an average satisfaction rate of 96.49%.
3.	Describe how bidder will meet the timeframes specified in sections V.D.
	Bidder Response: LFS will provide a written home study for the family or individual(s) referred by the DHHS Resource Development Administrator, Supervisor, or Designee. Those with a minimum of a bachelor's degree in a human service field or a bachelor's degree in a related field with experience delivering foster care/adoption-related services will be hired. LFS will: • *respond* to DHHS within one (1) business day of receiving the referral to confirm receipt and acceptance or denial of the referral. • co*mplete* the home study within forty-five (45) calendar days of receiving the referral and submit to DHHS staff who made the referral. Both timeframes apply both to Foster Care and Adoption Home Studies. • co*nduct* two in-home visits and provide required documentation. The final home study will include clear recommendations to license/not license the individual(s). Home studies will follow the LFS *Foster Care Home Study Guidebook* and template. Adoption home studies will follow the *Adoption Home Study Guidebook* and template.

	Foster care licenses are currently tracked in an excel spreadsheet sorted by the renewal date. Renewal work is entered in a spreadsheet with notes for times of contact, form receipt, and other records. Families will receive foster care renewal packets four months before the renewal date. Three months before the renewal date, the Foster Care Licensing Specialist will contact the family to ensure receipt of the renewal packet and reinforce the importance of timely completion. Per NDHHS regulations, the renewal home visit is scheduled a maximum of 90 to a minimum of 45 days prior to the renewal date. The home visit helps ensure the family sends its renewal packet to the state within 30 days of its expiration.
4.	Identify and describe the questions that will be asked of the family or individual during the Home Study process for foster care placement.
	Bidder Response: The *Foster Care Home Study Guidebook* outlines all questions asked of parents or individual(s). The Guidebook and template provide an extensive question list to guide the home study process (see Section VI., sections D & F). Examples include: • Describe your relationship with your parents/caregivers (this would include the past and present relationship). • How did you feel about your parents when you were a child and how has that changed over time? • Do you have a history of substance use and/or alcohol abuse? If yes, please explain. • What discussions or actions would be taken if a child became a disruptive influence in your relationship?
5.	Identify and describe the questions that will be asked of the family or individual during the adoption Home Study process.
	Bidder Response: The *Adoption Home Study Guidebook* outlines all questions to be asked of parents or individual(s). The guidebook and template provide an extensive question list to guide the home study process (see Section VI., sections E & G). Examples include: • How did they first become interested in adoption? • Do you feel guilty or pressured to adopt? • What specifically have you done to educate yourself about adoption? • What is your parenting philosophy?

6	Identify how bidder will discuss the 7 Core Issues of Adoption with the family or individual when writing an Adoption Home Study: Loss, Rejection, Guilt and Shame, Grief, Identity, Intimacy, and Mastery/control.
	Bidder Response: Lutheran Family Services keeps with best practices in adoption and ensures families/individuals are educated on the *Seven Core Issues of Adoption*. A handout is provided to the family and outlines each of the seven core issues (see Attachment I). The issues are discussed and integrated into the home study process to ensure potential adoptive parents/individuals understand why/how adoption is a lifelong journey. For those involved in the adoption process, the seven issues will ebb and flow throughout their lifetime. Staff discuss the motivation to adopt and the education the potential adoptive family has received to date. Adoption is a lifelong journey and staff want to ensure the family understands the adoption process and what it will entail now and in the future. The seven core issues are discussed, and how each issue affects each person in the adoption triad: adoptee, birth parent, and adoptive parent. Staff also discusses how the adoptive family can help and support their child when experiencing one of the seven core issues.
7.	Describe how the home study will include information about the family or individual(s) criminal history including but not limited to all background checks as required per 395 NAC Chapter 3 http://www.sos.ne.gov/rules-and-regs/regsearch/Rules/Health_and_Human_Services_System/Title-395/Chapter-03.pdf .
	Bidder Response: All potential licensees and other household members will sign release information to perform the following required background checks: • *State Central Registry* or *Registry of Child Protection* for any state in which they have lived within the past five years (age 13 and older). • *Adult Protective Services Central Registry* (age 13 and older) • *State and county law enforcement background checks* (age 18 and older) • *Sex Offenders Registry* for any state in which the applicant has lived within the past five years (age 18 and older) • *State-level criminal history* (age 18 and older), and • *Finger-print National Criminal History Check* with the Identification Division of the Federal Bureau of Investigation (age 18 and older). The Foster Care Home Study and the Adoption Home Study contain sections/questions regarding any and all criminal history, as well as Child Protective Services (CPS) or legal involvement. Before the home study begins, participants sign a *Duty to Disclose* form, encouraging openness and honesty regarding personal history. LFS staff list any history relayed by the participant and include an incident description. The narrative contains an explanation of the situation leading up to the event or charge, its outcome, and how the individual has improved his/her life.

The background check results are compared to the history provided by the applicant. If there is any disparity, the applicant is contacted and the information is added to the home study, including an explanation as to why the incident wasn't disclosed.

The *Department of Health and Human Services Resource Development* also reviews the individual's confidential *Central Registry History* (incidents LFS does not have access to) and informs home study staff if there is any additional unreported information regarding the applicant. If additional information is reported, then the findings are presented in the home study.

8 For each Service Area, bidder should provide the methodology used to establish the "per home study" cost in the table below which includes but is not limited to personnel costs, travel expenses, and administrative costs.

Methodology used to determine base cost:	ESA	NSA	SESA	CSA	WSA
Itemized Expense Description	AVP Children's Services, Children's Service Supervisor, Support staff, includes programmatic oversight, supervision and data collection. Home study licensing – 14 hours of home study including face to face meetings, preparation of written materials, completion of reference and background checks, shared operating costs including occupancy, utilities, shared supplies, communications, copies, postage, staff liability insurance;	AVP Children's Services, Children's Service Supervisor, Support staff, includes programmatic oversight, supervision and data collection. Home study licensing – 14 hours of home study including face to face meetings, preparation of written materials, completion of reference and background checks, shared operating costs including occupancy, utilities, shared supplies, communications, copies, postage, staff liability insurance;	AVP Children's Services, Children's Service Supervisor, Support staff, includes programmatic oversight, supervision and data collection. Home study licensing – 14 hours of home study including face to face meetings, preparation of written materials, completion of reference and background checks, shared operating costs including occupancy, utilities, shared supplies, communications, copies, postage, staff liability insurance;	AVP Children's Services, Children's Service Supervisor, Support staff, includes programmatic oversight, supervision and data collection. Home study licensing – 14 hours of home study including face to face meetings, preparation of written materials, completion of reference and background checks, shared operating costs including occupancy, utilities, shared supplies, communications, copies, postage, staff liability insurance;	AVP Children's Services, Children's Service Supervisor, Support staff, includes programmatic oversight, supervision and data collection. Home study licensing – 14 hours of home study including face to face meetings, preparation of written materials, completion of reference and background checks, shared operating costs including occupancy, utilities, shared supplies, communications, copies, postage, staff liability insurance;

	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Total Personnel & Benefits	65%	65%	65%	65%	65%
Operating Costs	4.6%	4.6%	4.6%	4.6%	4.6%
Program Costs	10%	10%	10%	10%	10%
Indirect Costs	20.4%	20.4%	20.4%	20.4%	20.4%
Total	100 %	100 %	100 %	100 %	100 %

H. DELIVERABLES
Please see Cost Proposal on following page

Foster Care Home Study Guidebook

Lutheran Family Services
of Nebraska, Inc.

Foster Parent Home Study Guide

*Please attach additional pages with the question number if more space is needed.

I. PERTINENT INFORMATION:

APPLICANT/CAREGIVER NAME:

Date of Birth:	Social Security Number:

Tribal Affiliations:

Address (Street or Mailing):

City:	State:	Zip:	County:
Telephone Number – Home:	Telephone Number – Work:	Telephone Number – Cellular:	

Email Address:

1. **Family Background:**
   - Where is your birthplace?(city and state)
   - Where were you raised?

Parents: (include bio and step)

Name	Relationship (bio/step/half)	Age	Marital Status	# of Children	Occupation	City/State

Siblings: (include full, step-siblings and half-siblings)

Name	Relationship (full/step/half)	Age	Marital Status	# of Children	Occupation	City/State

- Describe your relationship with your parents/caregivers (this would include the past and present relationship):

- How would you describe your childhood?

- Please describe traditions your family had.

- How would you describe your parents' parenting style?

- Would you describe your parent(s)/caregivers as nurturing? How did they show affection?

- What were the family rules? Who enforced the family rules?

- What type of discipline and/or consequences did your parent(s)/caregivers use?

- Were there any childhood/adolescent experiences that you would describe as traumatic or especially impactful?

- What religion did you family practice growing up? In what ways did you practice it? (i.e. attended services, prayed daily)

Family Emotional/Mental Health History:
Please complete the following by checking Yes or No under each heading.

	Self Yes/No	**Father Yes/No**	**Mother Yes/No**	**Paternal Yes/No**	**Maternal Yes/No**	**Siblings Yes/No**	**Spouse Yes/No**	**Children Yes/No**
Mental Problems	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐
Mental Health Counseling	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐
Psychiatric	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐

Hospitalization								
Mental Health Meds	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐
Suicide Attempts	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐
Alcohol Abuse	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐
Illegal Drug Use	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐
Legal Problems	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐
Jail/Prison	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐
Sexual Abuse	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐
Tobacco Use	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐
Domestic Violence	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐	☐ ☐

- Explain any Yes answers from the grid above. How did this impact you as child/adult? How were these dynamics managed and addressed by the family (counseling, treatment etc.) Please be specific.

2. Self-Awareness:

- Who did you consider your family when you were growing up?

- How did you feel about your parents when you were a child and how has that changed over time?

- Do you feel closer to one parent than the other? If so, please explain.

- How did you feel about your siblings when you were a child and how has that changed over time?

- Did you have any significant relationships with adults outside of your parents? Who and why were they important to you?

- How has your childhood impacted your adult life and choices?

- How will your culture impact your ability provide foster care? (Please consider any beliefs, social groups you belong to and/or your religion)

- How will the child's culture impact your ability to provide foster care?

- How would you describe yourself?

- What are your hobbies? What are things or activities that you enjoy?

- What coping strategies do you use when experiencing stress?

- How do you express anger? How would a child know you are angry? What would that look like?

- How do you manage/express grief?

- How do you manage conflict?

3. Physical and Behavioral Health:

- Describe your overall physical health.

- Describe your mental/emotional health.

- Describe any conditions you are receiving for on-going care from a medical professional.

- Do you have any diagnoses/restrictions that impact your day-to-day life?

- How often do you drink alcoholic beverages? Daily, weekly, monthly, yearly? How many drinks do you have during each occasion?

- Describe your current use of tobacco products.

- Do you have a history of substance use and/or alcohol abuse? If yes, please explain.

- Do you have a history of domestic violence? If yes, please explain.

- Have you ever had a restraining, anti-harassment or protective order filed against you, or on your behalf? Explain.

- Describe any criminal history you may have. What was the outcome? Please include specific convictions, dates, approximate location and your own recollection of circumstances.

4. Education, Employment and Military:

Please complete the following grids in chronological order, beginning with most recent.

School/College	Location	Dates *year began-year ended	Degree/Diploma/ Grade Completed

Employer	City	Position	Salary	Dates	Reason for leaving

- Address of employer:

- Number of hours you work each week and typical work schedule for your current employment. Are your hours flexible?

- Do you have vacation and sick time available?

- Who will provide child care while you are at work?

- Are you currently or formerly with the military? Include: how many years, rank, discharge status, deployment eligible?

*****IF MARRIED/COHABITATING, PLEASE COMPLETE REMAINDER OF STUDY TOGETHER-ONLY ONE STUDY NEEDS TO INCLUDE RESPONSES PER COUPLE*****

5. Current Family Composition

Current marital status:
__Single
__Widowed
__Separated-How long?____
__Cohabitating/living together
__Married-Date of marriage____
__Divorced-Date of divorce____

Single

- Are you currently dating or having a significant relationship with someone? If yes, please explain.

- What level of involvement will your significant other have in caring of a child?

Dating, cohabitating or married

- How did you meet your significant other?

- How long have you or did you date (prior to marriage)?

- What has been the happiest time in your relationship?

- What are activities or things you like to do with one another?

- What has been the most difficult/challenging time in your relationship?

- How are decisions made in the home?

- What topic or area do you disagree about the most?

- What discussions or actions would be taken if a child became a disruptive influence in your relationship?

Divorced

- Please describe marriage(s) prior to divorce(s) and timeframe of marriage(s).

- Please describe reason for the divorce(s) and current relationship(s) with prior spouse(s), if any.

Other adults residing in the household

- Please list names and relationships.

- If other adults are residing in the household, what role will they have in parenting/caregiving, if any?

- If other adults are residing in the household, do they have a criminal history? If so, please describe.

Children

Fill out the following information for each child. Please include adult children.

Name:
Date of birth:
Grade level:
School:
Occupation:
City/State Residing:
Interests/hobbies:
Personality/Temperament:

Name:
Date of birth:

Grade level:
School:
Occupation:
City/State Residing:
Interests/hobbies:
Personality/Temperament:

Name:
Date of birth:
Grade level:
School:
Occupation:
City/State Residing:
Interests/hobbies:
Personality/Temperament:

Name:
Date of birth:
Grade level:
School:
Occupation:
City/State Residing:
Interests/hobbies:
Personality/Temperament:

Name:
Date of birth:
Grade level:
School:
Occupation:
City/State Residing:
Interests/hobbies:
Personality/Temperament:

Name:
Date of birth:
Grade level:
School:
Occupation:
City/State Residing:
Interests/hobbies:
Personality/Temperament:

Name:
Date of birth:
Grade level:

School:
Occupation:
City/State Residing:
Interests/hobbies:
Personality/Temperament:

- Do any of your child(ren) have special medical, physical, emotional, or educational needs? If yes, please explain.

- How do your child(ren) feel about fostering?

6. Parenting:

- Describe each applicant(s) parenting style.

- If a couple, what are the major similarities and major differences between your two parenting styles?

- How much parenting experience do you have? Please give examples.

- If you have older or adult children, how would they describe your parenting style(s)?

- What or whom has influenced each of your current parenting style(s) the most?

- Have either or both of you ever been criticized for your style(s) of parenting? Please explain.

- Have either or both of you ever been complimented on your parenting style? Please explain.

- Please describe an effective/successful parent. Be specific and feel free to give examples!

- What are examples of consequences/types of discipline you use or plan to use?

- Does the age and/or maturity of the child influence the type of discipline a parent should use? Please explain.

- When frustrated or angry, do consequences or the way either applicant disciplines look different than when not frustrated? Please explain.

- Do you believe physical discipline is an effective way to change/manage behaviors? Under what circumstances?

- What fears/worries do you have about parenting?

- Describe any CPS history your family has experienced.

Child's Social Development:

Social development refers to the process by which a child learns to interact with others around them. As they develop and perceive their own individuality within their community, they also gain skills to communicate with other people and process their actions. Social development most often refers to how a child develops friendships and other relationships, as well how a child handles conflict with peers.

- Explain your role with supporting a child's social development? Give examples of how you would support their social development.

- How would you learn about the social needs of a child?

- If applicable, describe your willingness to teach American Indian or Alaska Native children about their culture and participation in cultural activities. How will American Indian or Alaska Native children's cultures could be incorporated into the family if an American Indian or Alaska Native child is in the home?

Child's Emotional Development:

- **Emotional development** refers to the child's ability to identify and understand their own feelings, accurately read and understand the feelings of others, manage the way they feel, shape the way they behave, develop empathy for others, and build and keep good relationships with friends, family and others.

- Explain your role with supporting a child's emotional development? Give examples of how you would support their emotional development.

- How would you learn about the emotional needs of a child?

Educational Needs:

Positive, stable school experiences enhance a child's well-being, help them make more successful transitions to adulthood, and increase their chances for personal fulfillment, economic self-sufficiency and their ability to contribute to society.

- What role can you play with helping a child experience academic success?

- How might you become informed about a child's educational needs?

- How would you partner with the child's school?

- School(s) that the child(ren) in the home attend and the school that the foster/adopted child will attend.

- If applicable, special education services available to students in the identified school(s).

- If applicable, for American Indian or Alaska Native children, how will they be educated about their tribes, cultures and rights?

7. Motivation to Foster/Adopt Child(ren):

- What is your family's motivation to explore foster care?

- Please describe any fertility issues/concerns your family is facing or has faced.

- If known to the child(ren) placed or to be placed in your home, what is the relationship(s)?

- How would you parent a child with special needs?

- How would you support a child's need to remain connected to their birth and extended family?

- How would you maintain a child's relationship with other significant people in their lives?

- How will you keep a child connected to their culture?

- What is your willingness to work with the Department of Health and Human Services (DHHS)?

- What is your willingness to work with Lutheran Family Services?

- What is your willingness to work with other service providers (visitation, other team members)?

- Would you support an open adoption?

8. Support Systems:

- Who do you consider to be your primary source of support? Please answer for each applicant.

- Please identify your family's formal (i.e. Services agencies, Government offices, Schools) and informal (i.e. family, clergy, employer etc.) supports.

- Are you comfortable reaching out to those who can provide support?

- How often are those who provide support to you available?

- On average, how often do you reach out to those who provide you support?

- How do you generally go about solving problems?

9. Household Information

Current Living Arrangements

- Provide a general description of your home. Please include the style of the home, number of bedrooms, number of bathrooms, areas for play, handicap accessability, etc.)
- Please describe your neighborhood.
- Are there any safety concerns in or around your home? Examples: wood stove, pool, electric fences
- What are the sleeping arrangements for all household members?
- If you have or will have children placed in your home, where will they sleep?
- Where are medications stored in your home?
- Where are cleaning supplies stored in your home?
- Are there weapons in your home? If yes, where are they stored? Where is ammunition stored?
- Where are the smoke alarms located in your home?
- In the case of a fire, what is your fire plan? Where would you meet outside?

- In the case of a tornado or severe storm, what is your plan?

- Please describe all pets and animals in the home. Include their names, ages, temperaments. Please note that all domestic animals will need to be licensed in accordance with your city and will need to be up-to-date on vaccinations.

Transportation

- List each vehicle used by family members. Please include the model, year and number of seatbelts in each vehicle.

- Who is your car insurance carrier?

- Will other individuals be assisting with transporting children placed in your home? If yes, please list and describe relationship with each individual.

- Do you have a car seat? If not, do you feel comfortable installing one?

Finances

- Are you able to live within your budget?

- What would you do if an unusual expenditure or emergency were to come up?

- What insurance plans do you have? (medical, dental, vision)

1. Income:	Applicant/Caregiver Name:	Applicant/Caregiver Name:
Gross Income	$	$
Current Net Income	$	$
Social Security	$	$
Child Support	$	$
Alimony	$	$
Disability	$	$
Unemployment	$	$
Veteran's Benefits	$	$
Workman's Compensation	$	$
Pension	$	$
Additional Income	$	$
Assets (Property, stocks, bonds, etc.)	$	$
TOTAL	$	$

2. Forms of Assistance: ☐ NA

SNAP	$
WIC	$
General Assistance	$
TOTAL	$

3. Household Expenses Monthly:

Housing (Rent/Mortgage)	$
Utilities (Electric, Water, Gas, etc.)	$
Medical Insurance	$
Cable/Phone/Internet	$
Vehicle (Payment and Insurance)	$
Loan and/or Credit Card(s)	$
Medical/Insurance not-covered	$

Living Expenses (Groceries, Gasoline, Entertainment, etc.)	$
Child Care	$
Other	$
TOTAL	$

The answers I have provided in this questionnaire are true and correct to the best of my knowledge, and I understand tbat false or incomplete information may be a reason for not recommending me for foster care/adoption.

Signature:	**Date:**
Signature:	**Date:**

Adoption Home Study Guidebook

Lutheran Family Services
of Nebraska, Inc.

GUIDE

INITIAL ADOPTIVE HOMESTUDY

FAMILY:

ADDRESS:

COUNTY:

TELEPHONE:

AGENCY: Lutheran Family Services of Nebraska, Inc.
124 South 24th Street, Suite 200
Omaha, Nebraska 68102-1236
(402) 661-7100
FAX: (402) 978-5637

PREPARED BY:

HOMESTUDY TYPE:
- child has not yet joined the family
- child has been with the family for foster care
- child has been with the family for kinship care

SUMMARY OF CONTACTS:

Date	Type	Length

CHILD PLACEMENT LICENSE: #CPA016 Valid through

HOMESTUDY APPROVED:

Lutheran Family Services
of Nebraska, Inc.

ADOPTION MOTIVATION / READINESS:

- How did they first become interested in adoption?
- Why do you want to adopt?
  - For couples, both should provide their own answer
- How do you define adoption?
- What is your history with adoption?
  - Have you ever adopted/became a legal guardian?
    - If yes, please explain
  - Have you ever dissolved an adoption/guardianship?
    - If yes, please explain
- Resolution of infertility issues
  - Have you struggled with infertility?
    - If so, what have you done to cope with this?
- Understanding of children's backgrounds/family situations
- Steps that have been taken already
- Awareness of adoption myths vs. reality
- Others knowledge and support of adoption plans
- Who will become the child's legal guardian/parent in case of death or inability to parent?
- How will they continue to learn about adoption issues
- Preferences/type of child desired
  - # of children, age, sex, race, background, problems

<u>For when the child is already placed in the home:</u>

- What is the difference between foster care and adoption?
- Why do you want to adopt this child?
  - What do you like about this child?
  - What do you find challenging about this child?
- Do you feel guilty or pressured to adopt?
  - If so, what are the circumstances?
- Do you plan to continue to foster/adopt?
  - If so, what is your plan for adding additional children to your home?

ADOPTION PREPARATION:

- Adoption education
  - What specifically have you done to educate yourself about adoption?
    - What trainings/education/therapy have you completed?
    - What did you find helpful in the training/education/therapy?
    - What did you disagree with in the training/education/therapy?
  - What do you understand about the 7 Core Issues of adoption and how to incorporate them into your parenting?
- How will you continue to learn about adoption issues?
- What are the differences in needs between an adopted child and biological child?

For when the child is already placed in the home:

- Has anyone talked to/prepared the child for adoption?
  - If so, what was discussed and how did the child respond?
- Do you feel fully prepared to parent this child FOREVER?
  - If not, what do you still need?
- How does adoption change your legal responsibility to this child?
- What are your fears regarding adopting this child?
- Are you financially able to care for the child if subsidy is not available or decreases?

FAMILY HISTORY AND BACKGROUND INFORMATION:

Adoptive Father:

- Birth date and place
- Race
- Parents' names, age, current residence
  - Married
  - Remarried
  - Their jobs while AP growing up and now
  - Past and current Relationship with each parent and step parent
  - Current level of contact with each
  - Personality and temperament of parents
- Siblings, place in birth order
  - Names, age, current residence
  - Married?
  - Children?
  - Relationship growing up and current
  - Current level of contact
- Discipline used
- Relationship with other family members when a child
- Contact and relationships with extended family today
- Significant events in childhood (at least one, positive or negative)
- Abuse issues- personal (victim or abuser of physical, emotional, sexual, verbal, etc)
  - Drug or alcohol abuse?
  - Current how many drinks per week
  - Do you smoke?
- Education/work history
  - High school- where and graduation date
  - College or trade? Where, when, major, graduation
  - Any break between educations
  - Any future plans for schooling?
- why they left home- where live (college dorms, apartment, etc)

- Any family addictions to drugs and alcohol
  - Current contact with those members?
- Self-description of own personality and temperament
- Strengths (at least 3) and weaknesses (at least one)
  - How improve the weaknesses?
- Interests and activities
- Past or current medical/mental health issues
- Legal issues
- Have you ever had an unfavorable homestudy report?

Adoptive Mother:
- Birth date and place
- Race
- Parents' names, age, current residence
  - Married
  - Remarried
  - Their jobs while AP growing up and now
  - Past and current Relationship with each parent and step parent
  - Current level of contact with each
  - Personality and temperament of parents
- Siblings, place in birth order
  - Names, age, current residence
  - Married?
  - Children?
  - Relationship growing up and current
  - Current level of contact
- Discipline used
- Relationship with other family members when a child
- Contact and relationships with extended family today
- Significant events in childhood (at least one, positive or negative)
- Abuse issues- personal (victim or abuser of physical, emotional, sexual, verbal, etc)
  - Drug or alcohol abuse?
  - Current how many drinks per week
  - Do you smoke?
- Education/work history
  - High school- where and graduation date
  - College or trade? Where, when, major, graduation
  - Any break between educations
  - Any future plans for schooling?
- why they left home- where live (college dorms, apartment, etc)
- Any family addictions to drugs and alcohol
  - Current contact with those members?
- Self-description of own personality and temperament

- Strengths (at least 3) and weaknesses (at least one)
    - How improve the weaknesses?
- Interests and activities
- Past or current medical/mental health issues
- Legal issues
- Have you ever had an unfavorable homestudy report?

MARITAL RELATIONSHIP:
- When and where married
- How did they meet and description of courtship
- Adjustments to married life
- Description of relationship
    - What changes do you anticipate in your relationship after the adoption?
    - Do you have alone time with each other?
    - Do you spend time away from each other?
- Happiest and hardiest times in the marriage
- Marriage goals
- What causes stress in your marriage?
- How problems are resolved
- How are responsibilities in the home shared
- Previous marriages
    - To whom, dates, reasons for divorce

CHILDREN/PARENTING EXPERIENCES:
- Children in the home
    - Names, ages, and birth dates
    - How they came to the family (biological/foster/adopt/guardianship)
    - Description/developmental history
    - Interests and hobbies
    - Childcare arrangements
    - School and grade
    - Interview with the child
        - Name, age
        - School, grade
        - Interests/hobbies
        - Favorite foods
        - Routines/bedtime
        - Discipline
- Children outside of the home
    - Names, ages, and birth dates
    - How they came to the family
    - Description/developmental history
    - Current contact/relationship with parents
- How will adoption of another child impact children already in the home

- Describe parenting/childcare experiences to date
- Greatest joys and challenges of parenting in general
- How will you ensure the child has a sense of belonging in the family?
    - How is love expressed in your home?
    - How do you make others feel loved and wanted?

PARENT'S UNDERSTANDING OF CHILD'S FUNCTIONING AND NEEDS:
(this is regarding an identified child to be adopted)

- Parent description of the child
    - Describe this child's personality.
    - What are the child's strengths?
    - What are the child's challenges?
    - What unique needs does this child have?
        - Educational, emotional, behavioral, social
- Understanding of the child's background/history
    - Do you know the child's life story from birth to now?
        - Are you missing any information?
            - If so, how can you get that information?
- How does the child feel about you being his/her parent(s)?
- Describe your relationship with this child.
- What are the joys of parenting this child?
- What are the challenges of parenting this child?
- Are you planning to change the child's name?
    - If so, has this been discussed with the child? What was the response?
- What needs do you anticipate the child will have in the future?
    - Educational, emotional, behavioral, social

PARENTING PHILOSOPHY:

- What is your parenting philosophy?
- What are the rules for children in your home?
    - Are there different rules for different children? All the same?
    - Do you consider the child's trauma background when setting rules?
- Expectations of children
    - Are there different expectations for each child? All the same?
    - Do you consider the child's trauma background when setting expectations?
    - What are the expectations for this child in regard to:
        - Education
        - Career
        - Attitude
        - Behaviors

        - Gratitude- will it be expected for the child to be grateful they were adopted?
- Behavior management/ discipline
    - How will discipline be handled?
        - Is/why is physical discipline acceptable
    - Are there different interventions/techniques for different children?
    - Will this change upon adoption? (if child is already in the home)
    - How will this change over the years?
    - Are you open to trying new interventions/approaches/techniques?
    - Do you consider the child's trauma background when trying new interventions?
- Resources?
    - What current resources are being used/accessed? (therapy, respite, etc)
    - Will these resources continue upon adoption?
        - Do you know how to access these resources in the future?
        - Will you have the financial ability to access these services?
- Plans for childcare/respite of any additional children

FAMILY RELATIONSHIPS AND STRUCTURE: (if child currently placed in the home)

- How do the other children and other household members get along with the child?
    - Are there strong relationships between some?
    - Are there struggles with any?
- Other children in the home interview
    - Describe your relationship with this child
    - How do you feel about this child being a forever member of your family?
- Describe your relationship (if a couple)
    - Has it changed since this child joined the family?
- How do you ensure the child has a sense of belonging in the family?
- How has/or will the dynamics (relationships/structure) between household members change with adoption? (kinship) (ex-biological grandmother is now in a mother role)

MAINTAINING CHILD'S CONNECTIONS:

- What is your family's definition of openness?
    - What is your desired relationship with this child's birth family?
    - What are your feelings and willingness to have a relationship with this child's birth family?

<u>For when children are already placed in the home</u>

- What relationships does the child currently have with birth family members and others the child has a relationship with?
    - How are those relationships maintained currently?

    - How will the relationships look after adoption?
    - What is your plan to problem solve challenges that could arise with the relationships?
- Do you have a relationship with any of the child's connections?
- Does this child have siblings?
    - What do those relationships look like now?
    - How will you prioritize this child's connections to siblings?
- Who will you reach out to when the child has questions about his/her life story?
- How will adoption change your relationship with your extended family? (kinship)

FAMILY SUPPORT NETWORK:

- Describe your family and friends' knowledge and support of your plan to adopt.
    - If child is already placed/identified, describe family and friends' knowledge and support the plan of adoption of this child
- Who do you identify as your sources of support?
    - How does each help you (and the child if placed)?
- Do you belong to any community groups?
- Do those you identify as your support network support your plan to adopt?
- Who do you turn to when the having difficulties?
        - Difficulties with the child?
- What is your support network's support and understanding of openness?
- Are your adult children supportive? (if applicable)
- If placed, describe the child's relationships with your extended family/support network.
- Who will be there to give you a break?

MULTIRACIAL/MULTICULTURAL PARENTING:

- How do you define a multiracial/ethnic/cultural family?
- What training have you had regarding being a multiracial/ethnic/cultural family?
- If placed, what are you currently doing to ensure your child is connected to their race/ethnicity/culture?
- Do you believe there is a difference in parenting children of other races/cultures/ethnicities?
    - Is it important to acknowledge?
- Do you understand that being a multiracial/ethnic/cultural family impacts the entire family, not just the child?
- What is your current involvement with people of other race/culture/ethnicities than your own?
    - Any people of other races/cultures currently in your life?
    - Does your lifestyle provide opportunities for the child to interact with people of a similar race/culture as their own?

- How do you support/encourage the child learning about and embracing their race/culture/ethnicity?
- What do you do to incorporate race/culture/ethnicity into family/household?
    - Please provide specific examples.
- What does your extended family's support and feelings toward other cultures/races look like?
    - If not accepting of it, how do you handle this?
- How do you or would you handle situations where you are challenged for being a transracial/ethnic/cultural family?
- How do you or would you support the child if they practice a different religion?
- If placed, does the child belong to any communities/groups?
    - Ex- LGBTQ, deaf/hard of hearing, neurodivergent
    - How do you support his/her involvement in these groups?

CHILD'S UNDERSTANDING AND READINESS FOR ADOPTION (if placed):

* Might not be appropriate when child has not yet joined the home
* Is based on the developmental level of the child.

- Child interview
    - Tell me about yourself
        - What things do you like to:
            - activities, school classes, food, etc)
    - What rules do you have in your home?
    - What happens if you get into trouble? (discipline used)
    - What school do you attend, what grade are you in, how is your experience at school?
    - Describe your relationship with your immediate and extended family members. (foster/kinship family)
        - Who do you feel closest to, who do spend the most time with, etc.
    - Describe your relationship with your birth mother, father, extended family members.
        - How does your foster/kinship parent(s) support this relationship?
    - What does adoption mean?
    - How do you feel about being adopted by this family?
        - Transition of extended family member to parent (kinship)

OTHERS LIVING IN THE HOME

- Any adults residing in the home
    - Name, age
    - How long in the home
    - How long expected stay in the home
    - What will their contact with the child be?
    - Background checks

LIFESTYLE/COMMUNITY/SOCIAL NETWORK:

- Day to day routines
- How is free time spent/weekends
- Involvement in community activities
- Religion/spirituality/church attendance
- Peer group/how do they socialize
- How will/does a child impact this lifestyle?
- Description of community (neighborhood)
- Knowledge of community resource
- Support systems

EMPLOYMENT AND ECONOMICS:

- Place of employment and position there (for each applicant)
    - Length of employment
    - Hours
    - Yearly salary
    - Satisfaction with work
    - Responsibilities at work
    - Balance of home and work
    - Future plans regarding career
    - Comments from employer references
- Health insurance
- Life Insurance
- Yearly gross income and monthly income
- Assets and liabilities
- Net worth
- Monthly bills
- Financial ability to care for a child

LIVING ACCOMODATIONS:

- City and description of city
- Own or rent
- Description of home
    - # of bedrooms
    - # of bathrooms
    - What rooms on each floor
- Condition of home
- Plans for sleeping arrangements
- Access to privacy for each family member

- Play area for children
- Weapons in the home
- Smoke detector/fire extinguisher
- Pets
    - Vaccinations
    - Licensed
    - Concerns for them around children

BACKGROUND CHECKS: Findings from background checks

- Child Abuse/Neglect Central Registry
- Vulnerable adult Abuse Central Registry
    - Any other states from past 5 years
- Sexual Offender Registry
- Local Criminal History
- Nebraska State Patrol
- FBI fingerprinting
- Results and concerns?

REFERENCES (specific to adoption):

- Identify references
- Any comments or concerns noteworthy
- Do references support the adoption plan

RECOMMENDATIONS:

- Overall impressions of family:
    - Motivation
    - Preparation
    - Readiness
    - Strengths
    - Concerns
- Recommendations for additional preparation work- services/training/education prior to moving forward.

- Recommendations for type of child (if not placed)
    - Age, sex, race, problems

  or
- Recommend this family for adoption of this child

  or
- Recommend this family as a potential permanency match for this child.

  or
- Do not recommend this family provide permanency or be considered as a potential permanency option based on identified concerns.

Signature and Credentials
Lutheran Family Services of Nebraska, Inc.

Foster Care Home Study Template

Lutheran Family Services
of Nebraska, Inc.

I. PERTINENT INFORMATION:

APPLICANT/CAREGIVER NAME:

Date of Birth:	Social Security Number:

Tribal Affiliations:

Address (Street or Mailing):

City:	State:	Zip:	County:

Telephone Number – Home:	Telephone Number – Work:	Telephone Number – Cellular:

Email Address:

APPLICANT/CAREGIVER NAME:

Date of Birth:	Social Security Number:

Tribal Affiliations:

Address (Street or Mailing):

City:	State:	Zip:	County:

Telephone Number – Home:	Telephone Number – Work:	Telephone Number – Cellular:

Email Address:

Type of Home Study: ☐ Initial ☐ Renewal ☐ Addendum ☐ Adoptive Home Study Update

Purpose of Home Study: (Check all that apply):

☐ Parent ☐ Relative ☐ ICPC ☐ Non-Custodial Parent ☐ Foster Care

☐ Kinship ☐ Adoptive

Date Home Study Completed:

Home Study Completed by – Name:

Credentials:

☐ Bachelor of Arts ☐ Master of Arts ☐ Doctorate Degree ☐ Bachelor of Science

☐ Master of Science ☐ Licensed Mental Health Practitioner ☐ Bachelor of Social Work

☐ Master of Social Work ☐ High School/GED + Required Experience ☐ Associates

Agency Name:

Address:

City:	State: Zip:

Email Address:

Date of Referral:	Referral Source:

CHILD INFORMATION ☐ Not Applicable

Child's Name:	Date of Birth:

Child's Current Placement:

Child's Relationship to Foster Parent: (If placement is completed prior to home study completion, provide circumstances. If caregivers are American Indian or Alaska Native, identify who is a member or eligible for membership in a federally recognized tribe, identify which tribe and attach copies of tribal documents.)

Anticipated Placement Date:

CONTACTS

Prior Contacts of Studies Completed:	Self-Studies Completed: ☐ Yes ☐ No

Personal Interviews (for each interview include names, dates, who attended and location of interview):

Foster Parent Training Completed:	If Applicable, Foster Parent Training Waived: ☐ Yes ☐ No

☐ Yes☐ No Date:	
Other Training:	

II. HOME STUDY (See instructions in Home Study Guidebook)

APPLICANT/CAREGIVER NAME:

1.Family Background

- Where is your birthplace (city and state), who is your family of origin (names, ages and current location) to include parents, siblings.

- Describe the quality of relationships between family members (past and present). Include description of relationship between parents/primary caregivers.

- How would you describe your childhood?

- Describe all tribal heritages, affiliations, memberships, enrollments or registrotions.

- What is your religion and willingness to accept foster children of other religions, including how they will ensure foster children of a different religion get to religious services?

- How would you describe your parents' parenting style?

- Would you describe your parent(s)/caregivers as nurturing?

- What type of discipline did your parent(s)/caregivers use?

- What were the family rules?

- Who enforced the family rules?

- Were consequences used? Please explain what types of consequences were used during childhood and how you feel about the consequences used.

- Were there any childhood/adolescent experiences that you would describe as traumatic?

- Explain any history of mental health disorders or substance abuse with any family member of origin and impact on you as child/adult. How were these dynamics managed and addressed by the family? Was professional help sought?

2. Current Family Composition

- Who are your current family members and/ar significant others (name, ages and relationship to the applicant). Describe the quality of relationships between family members and significant others in your life.

- Describe the applicant's significant relationships/marital history. Give dates of marriage(s) and divorce(s). If divorced, describe circumstances of the divorce(s). If applicable, describe the applicant's present relationship with ex-partners.

- If not currently in a marriage, is the applicant involved in any relationship that might affect a child?

- Describe how applicant makes decisions and resolves differences. How would the applicant feel, and what would s/he do, if the child becomes a disruptive influence on his/her marriage/relationship?

- Has the applicant ever been separated from his/her present partner? What were the reasons and how were they resolved?

CHILDREN:

- Describe all the children in the home including name, ages, grade level, academic performance, special needs, personality, likes/dislikes, health, responsibilities in the home and school adjustment. Children's Tribal Affiliations: If any biological or adopted child has tribal affiliation(s), describe the relationships with the child's tribe(s), including participation in cultural activities.

- Describe any adult child/ren in or out of the home including where they reside and their current relationship with the applicant.

- Describe any behaviors of the child/ren in the home that may affect a child placed in that home.

- If the applicant/s has/have minor children who are not living with them, please explain why. Whot is the applicant/s on-going contact with these children?

- Have any of the applicant/s children been involved with the juvenile court system?

- How do the applicant/s children (including adult children) feel about having additionol children brought into the home?

- Has the applicant ever experienced the death of a child? If so, what were the circumstances?

OTHER ADULTS LIVING IN THE HOME:

- Identify any other persons living in the home or on the property. Will they be involved in the parenting, care taking and/or supervision of the child? Will they have any responsibility for transporting children? (If so, verify that they have a valid driver's license and insurance). **All background checks need to be completed on any other adult living in the home and the results need to be documented in this section.**

3. Self-Awareness

- How would you describe yourself?

- Who did you consider your family when you were growing up?

- How did you feel about your parents and how did that change as you grew into adult hood?

- How did you feel about your siblings and how did thot change as you grew into adult hood?

- Which parent did you feel closest to ond why? Why do you think there isn't this same feeling with the other parent?

- Did you have any significant relationships with adults outside of your parents? Why were they important to you?

- How does your childhood impact your adult life and choices?

- How will your culture impact your ability provide foster care? How will the child's culture impact your ability to provide foster care?

- What coping strategies do you use when experiencing stress? How would a child/adolescent know you are stressed? What would that look like? What coping strategies do you use when experiencing frustration? How da you express anger? How would a child know you are angry? What would that look like?

- How do you manage conflict? How do you manage/express grief?

- What fears or worries do you have with providing foster care? What fears or worries do you have with the child's behavior? Who would you talk to about your fears and worries regarding foster care /adoption?

- Do you feel you are prepared for the responsibility of caring for children? What concerns do you have abaut caring for children?

- What are your family's interests, hobbies?

4. Physical and Behavioral Health

- Describe the overall physical health of you and your family members. Describe any conditions any family member is receiving for on-going medical care from a physician.

- Describe any substance use (alcohol and non-prescribed drug use) by each family member to include substance of choice, frequency of consumption. Has anyone told you or a family member that drinking is a problem or that you drink too much? Does anyane in the family have history of substance abuse? Are you or is anyone in the family currently receiving treatment for substance abuse? Include whether treatment was residential or outpatient, length of treatment, outcome of treatment, involvement with a sponsor, and use of support groups i.e. Alcoholics Anonymaus or Narcotics Anonymous and/or current place with recovery.

- Describe the current use of tobacco products by all family members.

- Do you have any concerns about your physical ability to provide care for a child?

- Is anyone in the family currently receiving treatment for a major mental health disarder? Is the individual compliant with their recovery plan?

- Describe any history of domestic violence. Has anyone in the applicant's immediate family had a restraining, anti-harassment or protective order filed against him or her, or on his/her behalf? If not, how has the applicant resolved the situation? Is there any domestic violence issues within the extended family that cauld pose a threat to a child placed in the home?

- Describe any criminal history. What was the outcome?

5. Parenting

- Share your beliefs about how children should be disciplined? Describe how you parent and discipline style?

- Do you think the age of the child influences the type of discipline a parent should use?

- How much of your current parenting style did you learn from your parents? What or whom has influenced your current parenting style the most?

- If you have adult children, how would they describe your parenting style?

- Have you ever been criticized for your style of parenting (explain)? Have you ever been complimented on your parenting style (explain)?

- What are the major similarities between your parenting style and the other adult(s) parenting style (who live in the home)? What are the major differences?

- How would you describe someone who is an effective/successful parent?

- Does the discipline you use when you are angry look different from the discipline you use when you are not angry, describe?

- Do you believe physical discipline is an effective woy to change/manage behaviors? Under what circumstances?

- How has your childhood impacted your parenting as an adult? How does any previous trauma you have experienced influence your porenting?

- What fears/worries do you have about parenting? How much porenting experience do you have?

- Describe any CPS history your family has experienced.

Questions for Home Study Renewals *(only)*: How would you describe the foster care experience, how has providing foster care been so far? Was it whot you expected? Describe any challenges and joys you have experienced in providing foster care? Have you had and placement holds or had any allegations? Describe any continued contact you have with former foster children? Do you think you have been successful?

6. Motivation to Foster/Adopt Child(ren)

- What is your motivation for exploring foster care /adoption?

- Are there any infertility issues? How are you coping?

- How will you work to maintain the child's relationships with other significant people in their life, i.e. birth parents, siblings, teachers, friends, tribal representatives, other foster parents?

- Describe the applicant's skills and ability to parent a special needs child?

- Describe your understanding of the Agency and service providers involved and assesses your willingness to cooperate with Agency representatives and service providers. Have there been any past issues?

- How would you support a child's need to remain connected to their birth family and extended family?

- Will your family support an open adoption?

- Describe your interest in caring for American Indian or Alaska Native children, keeping children connected to safe and appropriate extended family and their tribes.

7. Ability to Meet the Child's Social, Emotional, Educational and Physical Healthcare Needs:

A. Child's Social Development:

Social development refers to the process by which a child learns to interact with others around them. As they develop and perceive their own individuality within their community, they also gain skills to communicate with other people and process their actions. Social development most often refers to how a child develops friendships and other relationships, as well how a child handles conflict with peers. Explain your role with supporting a child's social development? How would you go about supporting a child's social development?

How would you learn about the sacial needs of a child?

Describe your interest in caring for American Indian or Alaska Native children, keeping children connected to safe and appropriate extended family and their tribes.

Describe your willingness to teach American Indian or Alaska Native children about their culture and participation in cultural activities.

How will American Indian or Alaska Native children's cultures be incorporated into the family if an American Indian or Alaska Native child is in the home?

B. Child's Emotional Development:

Emotional development refers to the child's ability to identify and understand their own feelings, accurately read and understand the feelings of others, manage the way they feel, shape the way they behave, develop empathy for others, and build and keep good relationships with friends, family and others. Explain your role with supporting a child's emotional development?

How would you support a child's emotional development?

How would you learn about the emotional needs of a child?

C. Educational Needs:

- Positive, stable school experiences enhance a child's well-being, help them make more successful transitions to adulthood, and increase their chances for personal fulfillment, economic self-sufficiency and their ability to contribute to society.

- For American Indian or Alaska Native children, how will they be educated about their tribes, cultures and rights?

- What role can you play with helping a child experience academic success? How might you become informed about a child's educational needs?

- How can you partner with the child's school? School(s) that the child(ren) in the home attend and the school that the foster/adopted child will attend.

- If applicable, special education services available to students in the identified school(s).

8. Support Systems

- Who do you consider to be your primary source of support?

- Please identify your family's formal and informal supports. Are you comfortable reaching out to those who can provide support?

- How often are those who provide support to you available? On average, how often do you reach out to those who provide you support?

- How da you generally go about solving problems?

9. Employment, Education and Military

- What is the highest level of education/grade level you completed, include: High School attended? College attended? Was a Degree Obtained?

- Who is your employer; length of time with employer, nature of work, # of hours worked each week and work schedule.

- Describe your previous work history if with current employer < 3 years; do you have vacation and sick time available?

- Who will provide child core while you are at work?

- Are you currently or formerly with the military? Include: how many years, rank, discharge status, deployment eligible?

Household Information

1. Current Living Arrangements/Description of Home

- In this section please include the following information regarding the applicants' current living arrangements: Describe the home environment. (For example, is it chaotic, peaceful, busy, organized, warm and welcoming, etc.?)

- Include a description of the home, including the number of rooms, the sleeping arrangements, is the home handicapped accessible and the housekeeping standards.

- Describe the neighborhood. Is the home in a rural, urban or other setting?

- Describe the community resources available, including medicol, counseling, educational services.

- Describe the cultural diversity of the community. How does the applicant think a child of a different race would be treated within the community?

- Are there appropriate areas for children to play, and toys that encourage growth and development? Describe indoor and outdoor play areas.

- Describe the property including any out buildings, and tell how they are used (check the inside of outbuildings.

- Are there safety issues in the home, or surrounding neighborhood, that would affect children? Are there any hazards? For example a wood stove, electric fences, pools, water?) What is the safety plan?

- Are there weapons in the home? If so, how and where are they stored? Are there medications in the home? Where are they stored?

- Describe all pets. How do they interact with children?

- Does the applicant/s have any dietary preferences? (i.e. Vegetarian, Kosher, etc.)

2. Transportation

- List each vehicle used by the family including the make/madel/year and number of working seatbelts.

- Who is your insurance carrier(s)?

- Do you have car seats? Have the car seats been installed properly? How do you know the car seats are installed properly? Were the car seats installed by a trained installer? Include: who/when/where? Does your family need information on community resources to assist with proper car seat instollotion?

- Will others be assisting you with transporting children?

- Explain responsibility of primary caretakers to ensure car seats are used and properly instolled.

3. Finances

In this section please include the following information regarding the applicant: Gather the following financial information to assess and understand that the applicant has the ability to financially support a foster child/adoptive child.

A. Income:

Applicant/Caregiver Name
Applicant/Caregiver Name

Current Gross Income		
Current Net Income		
Social Security		
Child Support		
Alimony		
Disability		
Unemployment		
Veteran's Benefits		
Workman's Comp		
Pension		
Assets		
Additional Income		

B. Forms of Assistance: ☐ NA

SNAP-food stamps	
WIC	
General Assistance	
Other	

C. Househald Expenses/Manthly:

Housing (Rent / Mortgage)	
Utilities (electric, water, gas, etc.)	
Medical Insurance	
Cable/Phone/Internet	
Vehicle (payment and insurance)	
Loan and ar credit card(s)	
Medical/insurance not-covered	
Living expenses (graceries, gasoline, and entertainment)	
Child Care	
Other	

VII. RECOMMENDATIONS

A. Statement of approval or disapproval for the placement of children in this home:

B. Type of child to be considered for placement: Not applicable (if relative or kinship is not licensable)

1. Age Range:
2. Gender:
3. Physical Handicap:
4. Emotional Handicap:
5. Learning Disability:
6. Intellectual Disability:
7. Child in Need of Placement with Siblings:
8. Medical Risk:
9. Child in Need of Openness in Adoption:
10. Legal Risk:

Adoption Home Study Template

Lutheran Family Services
of Nebraska, Inc.

FORMAT

INITIAL ADOPTIVE HOMESTUDY

FAMILY:

ADDRESS:

COUNTY:

TELEPHONE:

AGENCY: Lutheran Family Services of Nebraska, Inc.
124 South 24th Street, Suite 200
Omaha, Nebraska 68102-1236
(402) 661-7100
FAX: (402) 978-5637

PREPARED BY:

HOMESTUDY TYPE:

- child has not yet joined the family
- child has been with the family for foster care
- child has been with the family for kinship care

SUMMARY OF CONTACTS:

Date	Type	Length

CHILD PLACEMENT LICENSE: #CPA016 Valid through

HOMESTUDY APPROVED:

ADOPTION MOTIVATION / READINESS:

ADOPTION PREPARATION:

FAMILY HISTORY AND BACKGROUND INFORMATION:

Adoptive Father:

Adoptive Mother:

MARITAL RELATIONSHIP:

CHILDREN/ PARENTING EXPERIENCES:

PARENT'S UNDERSTANDING OF CHILD'S FUNCITONING AND NEEDS:
(for an identified child)

PARENTING PHILOSOPHY:

FAMILY RELATIONSHIPS AND STRUCTURE: (if placed)

MAINTAINING CHILD'S CONNCECTIONS:

FAMILY SUPPORT NETWORK:

MULTIRACIAL/MULTICULTURAL PARENTING:

CHILD'S UNDERSTANDING AND READINESS FOR ADOPTION: (if placed)

OTHERS LIVING IN THE HOME:

LIFESTYLE/ COMMUNITY/ SOCIAL NETWORK:

EMPLOYMENT AND ECONOMICS:

LIVING ACCOMODATIONS:

BACKGROUND CHECKS: Findings from background checks

REFERENCES:

RECOMMENDATIONS:

Signature and Credentials
Lutheran Family Services of Nebraska, Inc.

Lutheran Family Services
of Nebraska, Inc.
124 South 24th Street, Suite 230 • Omaha, NE 68102
(402) 342-7038 • Fax (402) 342-6408 • LFSneb.org

ATTACHMENTS

A-I

RFP Number 6126 Z1

LUTHERAN FAMILY SERVICES OF NEBRASKA, INC.

RECRUITMENT AND SELECTION POLICY

Executive Domain:	Legal and Support Services		
Program or Operation Domain:	Human Resources		
Date of Adoption:	June 2016		
Most recent date of Revision (R) or Affirmation (A):	May 2019 (R)	**Reviewed/or revised by:**	Policy Update Committee
Legal or Other Reference:	COA: HR 3.02, HR 3.04		
Approved by:	LFS Board of Directors	**Date:**	June 2019

Lutheran Family Services of Nebraska, Inc. (LFS) strives to recruit and select the most qualified applicants for positions. Successful candidates will possess the required education, training, experience, and skill set(s) necessary to achieve excellence in performing the duties of the position.

All candidates for employment are considered equally, without regard to race, religion, color, national origin, citizenship, gender, sexual orientation, sexual identity, age, marital status, military status, disability, genetic information, or any other basis that would be in violation of any applicable federal, state and local law. The only exceptions to this policy are situations involving bona fide occupational qualifications.

The Human Resource department and all hiring supervisors will follow the LFS *Recruitment and Selection Procedure.*

Key Words: Recruitment, Selection

LUTHERAN FAMILY SERVICES OF NEBRASKA, INC.

RECRUITMENT AND SELECTION PROCEDURE

Executive Domain:	Legal and Support Services		
Program or Operation Domain:	Human Resources		
Relevant Policy:	Recruitment and Selection Policy		
Date of adoption:	December 2009		
Most recent date of revision (R) or affirmation (A):	December 2014 (R)		
Legal or Other Reference			
Approved by:	VP of Administrative Services	**Date:**	December 2014

Qualifications
Qualified applicants will possess the required education, training and experience for the position to which the application is made. These requirements are set forth in the position description for each position.

Health, Skill Assessment and Background Screens
Some positions may require that a physical examination at the organization's expense be completed between the time of an offer of employment and the starting date of employment. The frequency of subsequent medical examinations will be determined in accordance with licensing requirements and shall be at the expense of the organization.

Appropriate interviews and competency tests may be used to help determine an applicant's suitability for employment.

All Lutheran Family Services of Nebraska, Inc. paid and volunteer staff shall complete background screening. The staff background screening requirements are detailed in the Staff Background Screening Policy and Staff Background Screening Procedures.

Lutheran Family Services of Nebraska, Inc. has specific policies related to Equal Employment Opportunity, staff members serving as Board members and Nepotism which may be referenced for additional information.

Position Descriptions
All positions in the organization are described in written position descriptions that state the essential functions and qualifications. The Director of Human Resources and appropriate staff are responsible for maintaining current positions descriptions. The appropriate position descriptions will be made available to position applicants.

Position Posting and Application
Human Resources will notify current staff of all open positions via email and on the Lutheran Family Services of Nebraska, Inc. website. The email communication will include a copy of the position description and an internal application for employment. Consideration will be given to promotion/transfer of qualified employees from within the organization.

References and credentials of new employees and independent contractors will be verified during the selection process. Additional information may be secured relative to the applicant's qualifications for the position from former employers, and any other person able to supply such information.

Appointments

President & CEO
The Board of Directors shall select and appoint the President & CEO as set forth in the Bylaws.

Staff Directly Accountable to the President & CEO
The President & CEO will appoint all personnel who are directly accountable to the President & CEO. This may be done in consultation with the Board Executive Committee, and any appointments will be reported to the Board of Directors. Each appointee receives a letter generated by Human Resources stating the conditions of employment, salary, starting date, benefits and position description.

Other Management, Direct Service and Support Staff
Appropriate executive or management staff will make appointments to all other positions. Each appointee receives a letter generated by Human Resources stating the conditions or employment, salary, starting date, benefits and position description.

Clergy Appointment
Clergy selected for organization positions may be called in accordance with the procedures established by the church bodies on whose clergy roster they appear. The request for a letter of call shall be signed by the President & CEO and shall state the conditions of the call, housing allowance, starting date, benefits and position description. Appropriate supervisory staff shall review all letters of call annually, and a request for reissuing will be made by the President & CEO if the conditions of the call have significantly changed.

Employment Classification and Status
The employment classification and status of an employee shall be determined at the time of hiring and detailed in the letter of appointment and in the personnel file. It is Lutheran Family Services of Nebraska, Inc.'s policy to comply with the salary basis requirements of the Fair Labor Standards Act. Questions about deductions can be referred to the Director of Human Resources or to the Payroll Department.

1) Employment Classification
    - Exempt Employee – Employees classified as executive, administrative or professional, to whom employers are not required to pay overtime under the Fair Labor Standards Act (FLSA). Each position responsibilities will be analyzed to determine whether the exempt classification is appropriate for that particular position.
    - Non-Exempt Employee – Employees who must be paid overtime (time and one-half) under the FLSA.
2) Status
   When the status of an employee changes during the period of employment, such change shall be communicated to the employee in writing and recorded in the employee's personnel file.

The following are Employment Status classifications:

1) Full-Time Employees – Those employees who are hired to work a minimum of 40 hours weekly and who maintain continuous employment. Full-time employees qualify for benefits and paid time off according to Lutheran Family Services of Nebraska, Inc. policy.
2) Part-Time Employees (30 hours and more) – Those employees who are hired to work 30 or more hours weekly and who maintain continuous employment. Part-time employees (30 hours and more) qualify for all benefits and earn prorated paid time off according to Lutheran Family Services of Nebraska, Inc. policy.
3) Part-Time Employees (20 to 29 hours) – Those employees who are hired to work 20 to 29 hours per week and who maintain continuous employment. Part-time employees (20 to 29 hours) earn prorated paid time off and are eligible for 401(k) participation as described in these policies.
4) Occasional Employees – Those employees who are hired to work fewer than 20 hours per week on a regular basis. Occasional employees do not qualify for benefits or paid time off.
5) Temporary Employees – Those employees who are hired for a temporary assignment. Whether full-time or part-time, temporary employees do not qualify for benefits or paid time off. Temporary assignments are estimated to last less than six months.
6) Compensation Agreement Employees – The organization may enter into agreements with employees to perform certain services either on a full-time or part-time basis. Such agreements will be governed by terms set forth in a written compensation agreement between the employee and the organization.
7) Independent Contractors (Non-Employees) – The organization may enter into an independent contractor agreement with non-employees to obtain certain results or certain services. However, the organization does not direct and control how the work is accomplished. Independent contractors provide the same types of services for other organizations and are paid for results, instead of by the hour or unit.

New contracts are subject to risk management assessment and approval by the Vice President of Administrative Services. Independent contractors are paid through the Finance Department and there is no income tax withholding. The IRS Form 1099 will be distributed at the end of the year.

Seniority

Seniority is the length of time an employee has been continuously employed by the organization. An employee who is re-employed by the organization within one year of former employment will retain previous seniority.

Promotions

When filling a vacant position, first consideration will be given to qualified employees. Promotion decisions will be made by the hiring manager and will be based on past performance reviews and ability to meet position expectations for the vacant position.

Demotions

In the event that an employee's position is abolished, or an employee is unable to satisfactorily perform in a given position, the organization may consider appointment to a different position classification. Such appointment will be made only if there is an appropriate vacant position and will be considered a new appointment. Compensation will be adjusted accordingly.

LUTHERAN FAMILY SERVICES OF NEBRASKA, INC.

Supervisory Responsibility Assignment
Lutheran Family Services of Nebraska, Inc. allows Senior Management staff discretion in assigning supervisory responsibility. Program Coordinators and Supervisors work with their Statewide Director to ensure appropriate distribution of the supervisory workload.
Exceptions to the general goal of one supervisor having no more than eight to ten direct reports are based on the intensity of the supervisory role.

LUTHERAN FAMILY SERVICES OF NEBRASKA, INC.

BACKGROUND SCREENING POLICY

Executive Domain:	Legal and Support Services		
Program or Operation Domain:	Human Resources		
Date of Adoption:	Unknown		
Most recent date of Revision (R) or Affirmation (A):	May 2019 (R)	**Reviewed/or revised by:**	Policy Update Committee
Legal or Other Reference:	COA: HR 3.03		
Approved by:	LFS Board of Directors	**Date:**	June 2019

Lutheran Family Services of Nebraska, Inc. (LFS) assures safety and high quality services for our clients by performing background screenings. Employees, interns, and contracting professionals complete background screens required by contracts, funding sources, licensing bodies, and state or federal laws or regulations. All procedures are conducted in accordance with the provisions of the Fair Credit Reporting Act, and applicable federal, state and local law.

Employees, interns, and contracting professionals will follow the LFS *Background Screening Procedure.*

Key Words: Background, Screening

LUTHERAN FAMILY SERVICES OF NEBRASKA, INC.

BACKGROUND SCREENING PROCEDURE

Executive Domain:	Legal and Support Services		
Program or Operation Domain:	Human Resources		
Relevant Policy:	Background Screening Policy		
Date of Adoption:	December 2014		
Most recent date of Revision (R) or Affirmation (A):	May 2019 (R)		
Legal or Other Reference:	COA: HR 3.03		
Approved by:	Chief Operating Officer & VP of Legal	**Date:**	May 2019

Lutheran Family Services of Nebraska, Inc. (LFS) conducts background screening on employees, interns, and contracting professionals based on their specific duties and level of contact with clients or client information.

Background checks conducted may include but are not limited to:

- Drug Screening
- Adult/Child Protective Services
- Nebraska Criminal History
- Department of Motor Vehicle
- Sex Offender
- National Criminal History
- Social Media
- Adult/Child Protective Services Extended
- Nebraska State Patrol Criminal History
- Iowa Criminal History
- Tuberculosis (TB) Test

When an individual applies to provide services for LFS as an employee, intern, or contracting professional, and is chosen as a candidate for that role, the individual will be asked to sign consent forms allowing LFS to conduct the background screenings required for their potential position.

The LFS Human Resource department is responsible for acquiring the required consent forms and requesting background screening results from the various entities for employees, and contracting professionals. The Human Resources department is also responsible for acquiring the consent forms and requesting background screening results from the various entities for interns. Results are returned to the Human Resources department. If a positive finding is received on a background screening, the result is reviewed by the Director of Human Resources to determine if management involvement is needed and whether to continue with the hiring process. Once all screenings are received and any necessary management reviews have been completed, the Human Resources department will notify the hiring supervisor of the clearance. All findings received on a background screening are reviewed on case-by-case basis and any disqualification determinations are made in compliance with federal, state and local law.

Key Words: Background, Screening, Drug, Criminal

Results of all screenings are kept in the individual personnel file for anyone who is chosen to provide services for LFS whether through employment, internship, or as a contracting professionals. For some positions, background screening is completed by the Human Resources department annually throughout their time of service.

March/April - Annual Background Checks:
The Human Resources department will work with the Director of Permanency & Well-Being for annual background screens (identical to those conducted upon offer of employment) for those in the following positions:

1) Foster Care Specialist
2) Foster Care Licensing and Supervision
3) Foster Care Recruiter & Trainer
4) Permanency Support Specialist
5) Permanency Supervisor
6) In-Home Specialist
7) In-Home Services Supervisor

The attached grid identifies which background screenings are done for employees, interns, and contracting professionals initially and annually thereafter. This grid is reviewed and updated at least every two years or more often if changes are necessary.

Key Words: Background, Screening, Drug, Criminal

LUTHERAN FAMILY SERVICES OF NEBRASKA, INC.

Required Background Screening

	Drug Screen	APS/CPS - NE	Nebraska Criminal History	DMV	Sex Offender	Extended State Criminal History (If resided in a different state)	Social Media	APS/CPS Extended (If resided in a different state)	NE State Patrol Criminal History	Iowa APS/CPS	Iowa Criminal History	TB Test	None
Paid Employee													
All	X	X	X	X	X								
In-Home **	X	X	X	X	X	X	X	X					
Adoption - Infant	X	X	X	X	X	X				X	X		
Foster Care	X	X	X	X	X	X	X	X			X		
Therapist	X	X	X	X	X								
Direct SA staff	X	X	X	X	X							X	
VISTA													
AmeriCorps	X	X	X	X	X				X				
Non-Paid Employee													
Occasional													X
Service		X	X	(X)	X	X							
Service - Children		X	X	(X)	X	X				X			
Service - Mentor		X	X	X	X	X							
Practicum	X	X	X	X	X	X							
Internships		X	X	(X)	X	X							

Paid Employee	Non-Paid Employee
Drug Screen Completed Prior to Date of Hire	Practicum – Drug Screen Completed Prior to Client Contact
APS/CPS Extended – Every State of Residence for Past 2 Years	APS/CPS – In State of Residence and Nebraska
	Drivers are Refugee Mentors
** **March/April** - Annual Checks	(X) Depending on Position (SA students complete health screens)

Key Words: Background, Screening, Drug, Criminal

ATTACHMENT C

Foster Care Program Manual

EXCERPTS

Lutheran Family Services
of Nebraska, Inc.

Table of Contents

Section A

Job Overview

Job Description

Job Purpose:

To provide case planning, supervision, skill building, case management and support services to children and families in the Specialized Foster Care Program. The Specialist works as part of the foster care team with the supervision provided by the Foster Care Program Supervisor.

Essential Job Duties:

Direct Service to Foster Care Children

- Share in rotation to provide 24 hour on-call coverage and supervision to foster parents via cell phone.
- Guide and instruct foster parents in addressing behavioral or other problems within the home.
- Facilitate placement of children including: Pre-placement interviews of child for placement consideration, matching child with a foster family that can best meet their needs, and coordinating the placement from first meeting through final placement.
- Advocate for the child ensuring all physical and emotional needs are met.
- Provide supervision, when required, for visits between child and his or her biological family members.
- Provide transportation to medical and/or dental appointments for children in the absence of the foster parents.
- Supervise the development of independent living skills through the use of LFS designated program.
- Facilitate transition of children between placements.
- Assist appropriate youth in establishing independent living plans to promote self sufficiency upon release from state custody at age 19.

Direct Service to Foster Parents

- Conduct foster parent training following PRIDE model and/or PS-MAPP.
- Develop supplemental topics to enhance the PRIDE and/or PS-MAPP curriculum.
- Oversee background checks, police checks, CPS checks, APS checks and sex offender checks necessary for foster care licensure.
- License homes. This includes submitting background checks, compiling required documents, completing a compliance review, touring the home, and assessing foster parents' ability to provide appropriate care to children.
- Conduct home studies for families interested in becoming foster parents.
- Visit foster homes as required by the child's level of care to support the foster parents and develop and supervise implementation of behavioral interventions.
- Review all relevant and available information on a child with a prospective foster family prior to placement of the child in the home.
- Monitor and enforce contract expectations with foster parents.
- Coordinate, oversee, and approve respite care for the foster parents on a regular basis.
- Develop treatment plans for children and reinforce and support foster parent efforts to carry out the treatment plan and intervention strategies.
- Facilitate communication of pertinent information between foster parents, NDHHS case managers, lead agencies and other service providers for the children.
- Ensure foster parents are maintaining appropriate relationships with and therapeutic environments for children in their home.

• Conduct assessments of foster families where allegations of neglect or maltreatment of children have occurred.
• Participate in planning and presentation of monthly support meetings for foster parents.
• Monitor ongoing training for foster parents.
• Assist families as needed in maintaining licensure.
• Provide support to homes without placement of children by maintaining monthly phone contact.
• Make recommendations for the termination of foster parents from the program.

Collaboration

• Cooperate with NDHHS case managers and lead agencies in locating appropriate placements within the continuum of foster care.
• Maintain phone contact with the NDHHS case manager and/or service coordinator a minimum of every two weeks to facilitate communication regarding a child's status and progress in the foster program.
• Participate in staffing regarding the children in care.
• Facilitate communication between the service providers regarding the needs / progress of the children in foster care.
• Network with other foster care service providers as appropriate.
• Attend foster care related meetings in the community, as assigned.
• Work with schools in addressing behavioral or learning concerns within the school environment.
• Attend court and offer testimony when necessary
• Attend outreach/recruitment events. This includes the supervision of an information booth, conversing with potential foster parents, and interacting with children while completing an activity.

Record keeping

• Monitor the collection of client's experiences and pertinent information in a Lifebook.
• Complete monthly progress reports on each child in foster care.
• Complete periodic progress notes on foster families, which include assessment of their strengths and weaknesses.
• Maintain files on each child and foster family in the program which includes identifying, historical, and ongoing progress information.

Job Requirements:

• Bachelor's degree in social work, sociology, psychology or other human service area
• 3-5 years experience in the delivery of human service to individuals and families; experience in child welfare preferred
• Knowledge and understanding of attachment, grief and loss, abuse and neglect as it relates to children in foster care
• Knowledge of resources available within the community
• Experience working within a home based, foster care or residential program preferred
• Ability to provide on call emergency intervention to foster families in crisis situations including assessing safety and making immediate recommendations regarding appropriate interventions
• Ability to exercise discretion and make independent decisions regarding the best interest of children and foster families
• Must have reliable transportation and be able to travel beyond 50 miles in personal vehicle to attend trainings,

supervise foster homes, and maintain face-to-face contact with clients on a weekly, bi-weekly, or monthly basis depending on level of care

- Valid Nebraska driver's license, proof of liability insurance and ability to drive for Agency business
- **Commitment to the mission of Lutheran Family Services**

Working at LFS

- Outlook Calendar: All appointments need to be put in your calendar. Please edit/change appointments as they change so that LFS staff is aware of your whereabouts at all times. Include in your calendar blocks of flex time or if you got permission to work from home. Share your calendar with all Foster Care staff , Suz Bittner, Rene Christian, and Tracey Watson.

- Below is a timesheet example:

DAY	DATE	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	TOTAL HOURS	Program Code	Program Code	Program Code
SUN	1/0/1900							0.00			
MON	1/1/1900							0.00			
TUE	1/2/1900							0.00			
WED	1/3/1900							0.00			
THU	1/4/1900							0.00			
FRI	1/5/1900							0.00			
SAT	1/6/1900							0.00			
	WEEK ONE SUB-TOTAL:							0.00	0.00	0.00	0.00
SUN	1/7/1900							0.00			
MON	1/8/1900							0.00			
TUE	1/9/1900							0.00			
WED	1/10/1900							0.00			
THU	1/11/1900							0.00			
FRI	1/12/1900							0.00			
SAT	1/13/1900							0.00			
	WEEK TWO SUB-TOTAL:							0.00	0.00	0.00	0.00
	PAY PERIOD TOTALS: >>>>>>>>>>>>							0.00	0.00	0.00	0.00

SUMMARY	
REGULAR HOURS	0.00
OVERTIME HOURS	0.00
VACATION HOURS	
SICK HOURS	
HOLIDAY HOURS	
PERSONAL DAY HOURS	
OTHER HOURS	
TOTAL HOURS	0.00

- Below is a mileage example:

SUMMARY OF EXPENSES (PLEASE ATTACH TO TIME SHEET)

DATE	Program Code	ACTUAL [illegible] MILES (Round to next whole number)	Business Mileage (.47 cents per mile) GL [illegible]	Business Meals - Lodging GL [illegible]	Business Transportation GL [illegible]	Conference Fees GL 61200	Conference Miles (Round to next whole number)	Conference Mileage .47 cpm GL [illegible]	Conference Travel GL [illegible]	Postage - Shipping GL [illegible]	Destination/Description
			$0.00								
			$0.00								
			$0.00								
			$0.00								
			$0.00								
			$0.00								
			$0.00								
			$0.00								
			$0.00								
			$0.00								
			$0.00								
TOTALS:		0	$0.00	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	

- Request Off Form: Please fill out this form below when you are needing time off beforehand and turn in to Foster Care Supervisor for approval.

Lutheran Family Services
Absence Reporting Form

I, ______________________ at ___________________________ office,

☐ will be absent ☐ was absent ☐ donate* a total of _______ hours

on (from) ______________ through ___________, 2016.

This absence is to be ☐ hours with pay ☐ without pay.

☐ Vacation	☐ Bereavement
☐ Illness: Personal	☐ Educational
☐ Illness: Family	☐ Other: ______________
☐ Personal Holiday	______________

Employee Signature ______________________ Supervisor Signature ______________________

Comments:

For Supervisors: Check ADP to ensure hours are available for use prior to approving time off.

* Donated vacation time will not be returned to the donor in the event it is not used by the intended recipient.
* This donation is not predicated on the recipient's anticipated return to employment at Lutheran Family Services of Nebraska, Inc.

7/15

- Remote Desktop: Use the link below or have someone email it to you in order to utilize the remote desktop if you need to get on the network outside of the office.

LFSTSRemote(1).RDP

- IT Department: Our business partner (Firespring/Bluestem) is now our primary point of contact for IT related problems. If you have an issue that requires an immediate response, please call the help desk number for assistance (402) 875-5616. For less pressing problems, please email helpdesk@firespring.com and you will receive a response within one business day.
- Council of Accreditation (COA): Lutheran Family Services is accredited through COA. Many of our guidelines, procedures, and policies are based off of COA. Every few years, COA will come and audit/evaluate the work that we do.
- Car Rental: On the LFS Intranet you click on the Office Administration button and then click on the Enterprise logo. You then choose your branch location you want to rent at, the size of vehicle you want to rent, and then enter your name, address, and driver's license information. It will ask if you are authorized to bill LFS or something like that and you select yes and it will also ask if sales tax has been removed and you type yes. Then just click submit!

- Cellphone: Contact our vendor (Cross Pointe Innovations) for assistance with any cellular phone issues you might experience. For assistance, please open a service ticket by visiting the Cross Pointe Help Desk at: http://support.cpitoday.com/.
  Items that this help desk can help you with are:
    - Accessories
    - Billing
    - Change Plan / Feature
    - Coverage/Network Issues
    - Device Technical Support
    - International Services
    - New Line/ Upgrade Request

Section B

On-Call

On Call

- The on call rotation is a set schedule for taking turns havin the on call phone. The on call person will be on call from Friday to Friday. The rotating schedule will be done in three month increments. A copy of the current schedule is listed in the Foster Care Program file in the Children's Services Drive.
- You will utilize the on call spreadsheet as a guide when placing children.
- Below are the different categories on the On Call Spreadsheet:

    - White – Open: These are homes that are open for placements.
    - Red – On Hold: These homes are on hold for different reasons: Agency Hold or State Hold. Agency Hold means LFS has put them on hold for licensing reasons such as an amendment needing to be done or they're moving, etc. State Hold means that the RD Worker (Resource Developer) has put them on hold due to an intake being made to CPS.
    - Blue – Personal Hold: These homes have requested to put themselves on hold for appropriate reasons such as pregnant/expecting, recent adoption, recent surgery, etc. These homes need to be reached out too every so often so that they do not linger on this list.
    - Green – Full: These homes are at capacity with licensing regulations. There are times that homes may not have quite the amount of children they are licensed for, however, we still consider them full as some of the youth may need their own bedroom, no more beds, etc.
    - Pink – RSafe Placement: These homes currently have placements that are apart of the RSafe program. This means the child needs their own bedroom and will be working with a LFS RSafe therapist.
    - Yellow – Respite Only: These are homes that can only do respite (for a variety of different reasons).
- Your on call responsibilities include: accepting/denying NFC and HHS referrals, coordinating new placements, and responding to emergency situations that come up for foster families after hours.
    - If you have a critical incident to report for an NFC child and it is after hours then notify the NFC On Call Supervisor.
    - If you are coordinating a placement after hours then you notify the NFC On Call UM.
    - If you have a critical incident to report for a DHHS child and it is after hours then call the Nebraska Child Abuse and Neglect Hotline.
- The following handouts are how to report critical incidents.
- If you have any emergency situations that occur after hours, you must notify the Supervisor immediately via phone and email. If you are coordinating a placement after hours send the Supervisor a quick email and follow up the next business day.

****Besides filling out a Critical Incident Report that is a Word Document you must also fill out an internal report by clicking on the CQI button on the LFS Intranet.****

Significant Events Reporting (formerly: Critical Incident Policy)

Purpose:

To ensure safety, well-being, and permanency by reporting and tracking critical incidents and serious occurrences of youth and families receiving care, treatment, and services in the Nebraska Eastern Service Area.

Policy:

NFC and all of subcontracted individuals/agencies providing services to children and families share the responsibility to manage and reduce risk to children. In order to accomplish this, it is necessary to define incidents, assign reporting responsibility, and develop and continuously refine incident data. It is the intent of this policy to establish the basis on which to accomplish this. All NFC subcontracted agencies and individuals having any contact with children and families in the Eastern Service Area shall adhere to this policy.

Procedure:

Contracted providers will report and document the incidents listed below.

Incidents requiring documentation will be tracked according to acuity and rated at a Level 1, 2, or 3 by the Manager of Program Audit at NFC.

Level 3 Incidents include ***Critical Incidents*** as defined by DHHS, and include all incidents which seriously jeopardize the immediate physical safety of the youth, family, or the community. Examples of Level 3 Incidents are:

1. Death of a child or family member receiving services
2. Near fatality, life threatening conditions, or serious injury
3. Suicide or serious attempt resulting in non-psychiatric hospitalization
4. Death or serious non-accidental injury of a staff person (resulting in hospitalization) while on the job
5. Allegations or arrest of a state ward for serious illegal/criminal activity (i.e. homicide; manslaughter, near fatality of another person, sexual assault; assault-first or second degree; aggravated or armed robbery, etc.)
6. Serious complications from psychotropic medication regimen which requires medical attention
7. Any other event that is highly concerning, poses potential liability, or is of emerging public interest

---

Level 2 Incidents are defined as occurrences where children are placed in harm's way or have the potential to result in a change of placement or status, however the risk is not imminent. Examples of Level 2 Incidents include:

1. Unknown whereabouts of a child when an Electronic Monitor has been disabled or has a dead battery
2. Unknown whereabouts of a child
3. Psychiatric hospitalizations
4. Use of restraint or seclusion
5. Physical assault when charged or cited by law enforcement
6. Police contacts (i.e., theft, major property damage, minor in possession)
7. Sexual behavior:
   a. Between children of similar ages/developmental capacities while in placement
   b. Between youth when there is a 5 year age gap
   c. Developmentally inappropriate
   d. Between siblings/ family members
8. Physical neglect or abuse of children
9. Injury requiring medical attention

Level 1 Incidents are defined as incidents of noteworthy behavior which, in and of themselves would be handled within a provider agency; however, the obligation to report is triggered when the frequency and duration of episodes would more likely than not result in placement difficulties or potential liability. Examples of Level 1 Incidents include:

1. Unfounded youth allegations
2. Physical and verbal aggression
3. Minor youth injuries incurred while youth is in placement
4. Parent drug usage

Documentation and Notification

Level 3 Incidents

Immediate direct verbal notification is required to the NFC Family Permanency Specialist (FPS) or Supervisor during regular business hours. In addition to the DHHS hotline: (800) 652-1999, there are 3 numbers available after regular office hours to notify Family Permanency staff:

- 3A telephone number: (402) 599-3313
- NFC after hours number: (800) 547-0091

Level 3 Incidents require a written incident report utilizing the DHHS Critical Incident Report form. **Level 3 Incident Reports must be forwarded to the** *NFC-Critical Incident mailbox (NFC-CriticalIncidents@nebraskafc.org) via secure email within 1 hour of the event. The subject line of the email should indicate "Level 3 Incident Report". The State of Nebraska requires a written incident report from NFC within 4 hour of the incident occurrence; therefore, it is imperative that Level 3 incidents are documented immediately and accurately.

Level 2 Incidents

Direct verbal notification is required to the NFC Family Permanency Specialist (FPS) or Supervisor within one hour during regular business hours. In addition to the DHHS hotline: (800) 652-1999, there are 3 numbers available after regular office hours to notify Family Permanency staff:

- 3A telephone number: (402) 599-3313
- NFC after hours number: (800) 547-0091

Level 2 incidents require a written incident report. **Level 2 Incident Reports must be forwarded to the *NFC-Critical Incident mailbox (NFC-CriticalIncidents@nebraskafc.org) via secure email within 24 hours of the event**. The subject line of the email should indicate "Level 2 Incident Report".

Level 1 Incidents

Notification of FPS is required within 24 hours via phone, email or voice mail. The event will be documented in the provider monthly report.

Written Incident Reports:

Providers may use the NFC Critical Incident Report Form or use their own report form unless the incident is a Level 3 event. It is the provider's responsibility to include the following information in the report:

a. Name of the child/family
b. Age of the child if under 19 years old
c. Name of the Family Permenency Specialist
d. Name of the Agency providing services
e. Name of the person completing the report
f. Detailed account of the event including:
i. Who was involved
ii. What happened
iii. Where the event happened
iv. Staff/parent response
v. Who was notified (role, name, date and time)
vi. Hotline notification(role, name, date and time)

Significant Events Reporting (formerly: Critical Incident Policy)

Purpose:

To ensure safety, well-being, and permanency by reporting and tracking critical incidents and serious occurrences of youth and families receiving care, treatment, and services in the Nebraska Eastern Service Area.

Policy:

NFC and all of subcontracted individuals/agencies providing services to children and families share the responsibility to manage and reduce risk to children. In order to accomplish this, it is necessary to define incidents, assign reporting responsibility, and develop and continuously refine incident data. It is the intent of this policy to establish the basis on which to accomplish this. All NFC subcontracted agencies and individuals having any contact with children and families in the Eastern Service Area shall adhere to this policy.

Procedure:

Contracted providers will report and document the incidents listed below.

Incidents requiring documentation will be tracked according to acuity and rated at a Level 1, 2, or 3 by the Manager of Program Audit at NFC.

Level 3 Incidents include ***Critical Incidents*** as defined by DHHS, and include all incidents which seriously jeopardize the immediate physical safety of the youth, family, or the community. Examples of Level 3 Incidents are:

1. Death of a child or family member receiving services
2. Near fatality, life threatening conditions, or serious injury
3. Suicide or serious attempt resulting in non-psychiatric hospitalization
4. Death or serious non-accidental injury of a staff person (resulting in hospitalization) while on the job
5. Allegations or arrest of a state ward for serious illegal/criminal activity (i.e. homicide; manslaughter, near fatality of another person, sexual assault; assault-first or second degree; aggravated or armed robbery, etc.)
6. Serious complications from psychotropic medication regimen which requires medical attention
7. Any other event that is highly concerning, poses potential liability, or is of emerging public interest

---

Level 2 Incidents are defined as occurrences where children are placed in harm's way or have the potential to result in a change of placement or status, however the risk is not imminent. Examples of Level 2 incidents include:

1. Unknown whereabouts of a child when an Electronic Monitor has been disabled or has a dead battery
2. Unknown whereabouts of a child
3. Psychiatric hospitalizations
4. Use of restraint or seclusion
5. Physical assault when charged or cited by law enforcement
6. Police contacts (i.e., theft, major property damage, minor in possession)
7. Sexual behavior:

a. Between children of similar ages/developmental capacities while in placement
b. Between youth when there is a 5 year age gap
c. Developmentally inappropriate
d. Between siblings/ family members

8. Physical neglect or abuse of children
9. Injury requiring medical attention

Level 1 Incidents are defined as incidents of noteworthy behavior which, in and of themselves would be handled within a provider agency; however, the obligation to report is triggered when the frequency and duration of episodes would more likely than not result in placement difficulties or potential liability. Examples of Level 1 incidents include:

1. Unfounded youth allegations
2. Physical and verbal aggression
3. Minor youth injuries incurred while youth is in placement
4. Parent drug usage

Documentation and Notification

Level 3 Incidents

Immediate direct verbal notification is required to the NFC Family Permanency Specialist (FPS) or Supervisor during regular business hours. In addition to the DHHS hotline: (800) 652-1999, there are 3 numbers available after regular office hours to notify Family Permanency staff:

- 3A telephone number: (402) 599-3313
- NFC after hours number: (800) 547-0091

Level 3 incidents require a written incident report utilizing the DHHS Critical Incident Report form. **Level 3 Incident Reports must be forwarded to the *NFC-Critical Incident mailbox** (NFC-CriticalIncidents@nebraskafc.org) via secure email within 1 hour of the event. The subject line of the email should indicate "Level 3 Incident Report". The State of Nebraska requires a written incident report from NFC within 4 hour of the incident occurrence; therefore, it is imperative that Level 3 incidents are documented immediately and accurately.

Level 2 Incidents

Direct verbal notification is required to the NFC Family Permanency Specialist (FPS) or Supervisor within one hour during regular business hours. In addition to the DHHS hotline: (800) 652-1999, there are 3 numbers available after regular office hours to notify Family Permanency staff:

- 3A telephone number: (402) 599-3313
- NFC after hours number: (800) 547-0091

Level 2 incidents require a written incident report. **Level 2 Incident Reports must be forwarded to the *NFC-Critical Incident mailbox (NFC-CriticalIncidents@nebraskafc.org) via secure email within 24 hours of the event.** The subject line of the email should indicate "Level 2 Incident Report".

Level 1 Incidents

Notification of FPS is required within 24 hours via phone, email or voice mail. The event will be documented in the provider monthly report.

Written Incident Reports:

Providers may use the NFC Critical Incident Report Form or use their own report form unless the incident is a Level 3 event. It is the provider's responsibility to include the following information in the report:

a. Name of the child/family
b. Age of the child if under 19 years old
c. Name of the Family Permanency Specialist
d. Name of the Agency providing services
e. Name of the person completing the report
f. Detailed account of the event including:
i. Who was involved
ii. What happened
iii. Where the event happened
iv. Staff/parent response
v. Who was notified (role, name, date and time)
vi. Hotline notification(role, name, date and time)

LUTHERAN FAMILY SERVICES OF NEBRASKA, INC.

INCIDENT REPORT FORM
Children Services

Date of incident: **Time of incident:**

Location of incident:

Program: ☐ Foster Care ☐ Foster Care Adoption ☐ Respite ☐ CTA
☐ PPA ☐ Young Families Initiative ☐ Mental Health

Client's Name: **Age:**

Type of Incident:

☐ **Clinical/Program Incident**

- ☐ Client committed suicide.
- ☐ Suicidal gesturing
- ☐ Client has revealed a serious threat to harm another person or has acted upon that threat.
- ☐ Self harm statements/gestures
- ☐ Child or vulnerable adult is a victim, or alleged victim of abuse or neglect by an employee, volunteer, foster or adoptive parent of the Agency.
- ☐ An Agency staff makes a report to CPS or APS.
- ☐ Child or vulnerable adult died while under the care or supervision of the Agency.
- ☐ Client is in possession of alcohol, illegal drugs or drug paraphernalia on Agency property.
- ☐ Client is in possession of weapons on Agency property.
- ☐ Client commits an illegal action on Agency property.
- ☐ Drug use/contact or alleged
- ☐ Sexual experimentation/sexual acting out
- ☐ Verbal aggression
- ☐ Physical aggression
- ☐ Neglect/abuse of child or client (physical, sexual)
- ☐ Any other client related event or situation that may result in legal action or media attention.
- ☐ Injury of child
- ☐ Injury of family members (foster, fca)
- ☐ Illness of child (foster, fca)
- ☐ Medication error
- ☐ School Suspension
- ☐ Child runaway
- ☐ Child missing (0-7 hours)
- ☐ Property/equipment damage
- ☐ Theft
- ☐ Issue with biological family
- ☐ Legal risk adoption
- ☐ Medical ER or hospitalization
- ☐ Other (describe) ______________________________

☐ Risk Management

- ☐ A violation of HIPAA policies and practices.
- ☐ Event requiring emergency action such as fire alarm, police calls, or medical emergencies.
- ☐ Deliberate or accidental damage to Agency property.
- ☐ Illegal action on Agency premises by any person other than clients.
- ☐ Injury to staff, Agency clients, or Agency visitors that occurred on Agency property or during the course of Agency business.
- ☐ Fraudulent billing or reporting practices.
- ☐ Violations of the Risk Management Policy.
- ☐ Other (Describe) ______________________________

____

☐ Personnel Incidents

- ☐ Possession or use of drugs or alcohol by an employee while on agency property or while performing Agency business.
- ☐ Any incident which may result in a Worker's Compensation claim.
- ☐ Sexual Harassment.
- ☐ Other (describe)______________________________

____

Description of Incident:

How does this incident relate to the client's treatment plan? (if applicable)

☐ New Behavior ☐ Re-occurrence of behavior plan ☐ Other

What action was taken by you to manage the situation (i.e. how did you try to prevent, help, contact someone for help, etc?

Persons Involved in Incident

External Report of Incident/Concerns to:

☐ Adult Protective Services ☐ Child Protective Services ☐ Board of Mental Health

☐ Magellan

☐ HHS Case Manager Date: Time:

☐ Law Enforcement Agency:

☐ **Medicaid**

☐ **Physician**

Was the client seen by the physician? ☒ Yes ☐ No Date: Time:

☐ Other:

Person the report was made to:

Reported on: by: ☐ Phone: ☐ FAX: ☐ Mail

☐ No external report necessary

Follow-up Plan:

____

Signature of Foster Parent or LFS Staff member reporting incident and completing this form.

____

Date completed

______________________________ ____________

Signature of Supervisor Date form reviewed

Regional Director Review, Recommendations, Actions Taken

____

____

____

____

____

______________________________ ____________

Signature of Director Date Reviewed

Central Administration Review (if applicable)

Reviewed by:

____Director of Human Resources ____ CQI, Training and Compliance Manager

____Vice President of Program ____Vice President of Administrative Services

____ Other ______________________

Central Administration Recommendations/Action Taken

____

____

Signature Date

Signature Date

Signature Date

Signature Date

Section C

Master Case List

Master Case List

This is a form updated regularly that shows what foster children are placed in what homes. It shows which speciliast supports those homes. The color that the child's name is highlighted with matches their foster parent's highlighted name at the bottom. Next to the child's name are abbreviated letters for a child's level of care:

- -Pre-Assessement = PA
- -Essential = ES
- -Enhanced = EN
- -Intensive = IN
- -Professional = PRO

Section D

New Placements

New Placements

- New Placements: The On Call person is in charge of coordinating new placements if the placement is urgent. There are times when referrals are not urgent and the Supervisor or Lead Specialist may ask you to help coordinate a placement if it is for a foster home that you are supporting.
    - Email Foster Care Team and Suz Bittner about the new placement with the following information included: Child's Name, Child's DOB, Social Security #, Master Case #, Medicaid #, Foster Parents' Names and Address, why they're being removed and needing placement, and any additional identifying information.
    - Intake forms MUST be signed by the foster parent within **24 hours of placement.** If an emergency placement occurs on the weekend or on a holiday then the On Call person is responsible for getting the paperwork filled out. If the placement occurs during the week or known ahead of time then the On Call person can work with the FCS for that foster family to see who is able to complete the paperwork within the 24 hour timeframe.
    - If a child is placed after hours, the On Call person will need to try and make an effort to be at the foster home when the child is placed. The on Call person can help with the transition of the child into the home and supporting the foster parents. The On Call person will need to stop by the Foster Care Closet prior to the placement and grab any items that the foster family may need to help with the new placement.
- DHHS Support Plans: This needs to be completed every time there is a new DHHS placement. Here are the steps to completing the Support Plan.
    - Complete the support plan within the first 14 days of placement
    - Complete the support plan with the foster family
    - Send the support plan to the CFSS to make revisions
    - Have the foster parents review the revisions and sign the support plan
    - Send the completed support plan to the CFSS
- Intake Paperwork to start file
    1. **Forms to give to foster parent**: Medical/Dental/Eye Exam, Monthly Summary, Medication Log, Things to Remember
    2. **Forms to get signed by foster parent:** Child Placement Agreement, Daycare Authorization Form (If needed), Statement of Disclosure and Initial Service Plan, Foster Parent Acknowledgement of Material Received, Foster Parent Service Agreement, Clothing Inventory, Youth Rights and Responsibilities
    3. **Send to FPS/CFSS to get signed:** FCS Intake Information, Authorization, ROI for PCP, ROI for NFC, Child Placement Agreement, Daycare Authorization (If needed), Statement of Disclosure and Initial Service Plan, Clothing Inventory
    4. **Client Demographic Information Form:** Fill out for new intake, send to Suz Bittner, and put the form into the client's file.

    Notes: The FPS should send the forms to the CFOM (HHS Legal Guardian at NFC) who will then sign some of them. If this isn't done in a timely manner you may also send to the CFOM directly to sign: nfcproviderconsents@nebraskafc.org If you are not able to get forms signed in a timely manner by the caseworker and/or CFOM, please print out the emails of you requesting this and add them to the file for proof. Use example file to familiarize yourself with the organization of the paperwork. **Make sure you always have identifying client labels on each paper that is in the file.**

Papers to have signed by Foster Parents

Nebraska Caregiver Responsibilities
(NCR)

Child's Name: ______________________ Child's Master Case # ____________

Today's Date: 10/25/17 Last Assessment Date: ________ Previous Score: ________

Assessment Type:

€ Initial	€ Request of Foster Parent	€ Change of Placement
€ Reassessment (6 months from date of previous tool)	€ Request of Agency/Department	€ Permanency Plan Change
		€ Change of Child Circumstance

Worker Completing Tool: _________________________ Service Area: ____________

Caregiver(s): ____

Child Placing Agency: ________________ CPA Worker: ______________________

The Nebraska Caregiver Responsibility (NCR) document is to be completed within the **first 30 days of a child's placement in out-of-home care or when there are changes that may impact the responsibilities of the caregiver as defined above.**

Forms should be filled out during a face-to-face meeting with the foster parent, the assigned worker, and the child placing agency worker (if applicable). Foster parents and the child placing agency worker (if applicable) should receive copies of the tool. If the foster parent disagrees with the results of the NCR document, he/she should notify the case worker and/or child placing agency worker as applicable.

In accordance with the Strengthening Families Act (SFA) caregiver should exercise reasonable and prudent parenting standards. REASONABLE PRUDENT PARENT STANDARD (RPPS) means a standard characterized by careful and sensible parental decisions which maintain the health, safety, and best interests of a child while at the same time encouraging the emotional and developmental growth of the child, that a caregiver shall use when determining whether to allow a child in foster care under the responsibility of the State to participate in extracurricular, enrichment, cultural, and social activities. The first level (LOR1) is considered essential for all placements and the minimum expectation of all caregivers. **For each of the responsibilities, indicate the level of responsibility (LOR) currently required to meet the needs of the child (based on results of the current assessment model). The focus is on the caregiver's responsibilities, not on the child's behaviors.** Each level is inclusive of the previous one. Outline caregiver responsibilities in the box provided for any area checked at a 2 or higher.

CIRCLE ONE ONLY

LOR1 Medical/Physical Health & Well-Being	
L1	Caregiver arranges and participates, as appropriate in routine medical and dental appointments; Provides basic healthcare and responds to illness or injury; administers prescribed medications; maintains health records; shares developmentally appropriate health information with child. Definition: Caregiver follows established policies to ensure child's physical health needs are met by providing basic healthcare and response to illness or injury. Caregiver contributes to ongoing efforts to meet the child's needs, by arranging, transporting* and participating in doctor's appointments that is reflected in required ongoing documentation. Caregiver will administer medications as prescribed, keep a medication log of all prescribed and over-the-counter medication, understand the medications administered, and submit the medication log monthly.
L2	Caregiver arranges and participates with additional visits with medical specialists, assists with treatment and monitoring of specific health concerns, and provides periodic management of personal care needs. Examples may include treating and monitoring severe cases of asthma, physical disabilities, and pregnant/parenting teens. Definition: Additional health concerns must be documented and caregiver's role in meeting these additional needs will be reflected in the child's case plan and/or treatment plan. Caregiver will transport* and participate in additional medical appointments, including monthly medication management, physical or occupational therapy appointments, and monitor health concerns as determined by case professionals.
L3	Caregiver provides hands-on specialized interventions to manage the child's chronic health and/or personal care needs. Examples include using feeding tubes, physical therapy, or managing HIV/AIDS. Definition: Any specialized interventions provided by the caregiver should be reflected in the child's case plan and/or treatment plan. Case management records should include narrative as to the training and/or certification of the caregiver to provide specialized levels of intervention specific to the child's heath needs. Caregiver will provide specific documentation of specialized interventions utilized to manage chronic health and/or personal care needs.
Outline the caregiver responsibilities:	

*Please detail transportation arrangements in responsibilities section. If the caregiver is unable to provide transportation, alternate arrangements must be discussed in detail at this time and documented in the responsibilities section.

CIRCLE ONE ONLY

LOR2	**Family Relationships/Cultural Identity**
L1	Caregiver supports efforts to maintain connections to primary family including siblings and extended family, and/or other significant people as outlined in the case plan; prepares and helps child with visits and other contacts; shares information and pictures as appropriate; supports the parents and helps the child to form a healthy view of his/her family. Definition: Caregiver follows established visitation plan and supports ongoing child-parent and sibling contact as outlined in case plan. Caregiver provides opportunities for the child to participate in culturally relevant experiences and activities including transportation*. Caregiver works with parents and youth in ongoing development of youth's life book.
L2	Caregiver arranges and supervises ongoing contact between child and primary family and/or other significant people or teaches parenting strategies to other caregivers as outlined in the case plan. Definition: Caregiver provides and facilitates parenting time in accordance with the established parenting time plan and case plan. Caregiver provides regular instruction to parent outlining parenting strategies. This feedback must be reflected in Caregiver's required ongoing documentation.
L3	Caregiver works with primary family to co-parent child, sharing parenting responsibilities, OR supports parent who is caring for child AND works with parent to coordinate attending meetings AND appointments together. Examples include attending meetings with doctors, specialists, educators, and therapists together. Definition: Caregiver partners and collaborates with parents to ensure both caregiver and parent attends child's appointments and activities. Caregiver allows parental interaction in the foster home and provides support to the parent while the child is in the parent's home. Caregiver allows the parent to participate in daily routine of the child in the foster home (i.e. dinner, bedtime routine, morning routine). Documentation should illustrate caregiver's efforts to engage parent and shows examples of a transfer of learning to the parent.
Outline the caregiver responsibilities:	

*Please detail transportation arrangements in responsibilities section. If the caregiver is unable to provide transportation, alternate arrangements must be discussed in detail at this time and documented in the responsibilities section.

CIRCLE ONE ONLY

LOR 3	Supervision/Structure/Behavioral & Emotional
L1	Caregiver provides routine direct care and supervision of the child, assists child in learning appropriate self-control and problem solving strategies; utilizes constructive discipline practices that are fair and reasonable and are logically connected to the behavior in need of change, adapts schedule or home environment to accommodate or redirect occasional outbursts. Definition: Caregiver provides age and developmentally appropriate supervision, structure, and behavioral and/or emotional support. Caregiver utilizes constructive discipline practices that are fair and reasonable and are logically connected to the behavior in need of change. Caregiver can provide examples of strategies and interventions implemented.
L2	Caregiver works with other professionals to develop, implement and monitor specialized behavior management or intervention strategies to address ongoing behaviors that interfere with successful living as determined by the family team. Definition: Caregiver provides beyond age and developmentally appropriate supervision, structure, and behavioral and/or emotional support in accordance with a formal treatment or behavioral management plan as identified by the child's needs. Caregiver can provide examples of strategies and interventions implemented.
L3	Caregiver provides direct care and supervision that involves the provision of highly structured interventions such as using specialized equipment and/or techniques and treatment regiments on a constant basis. Examples of specialized equipment include using alarms, single bedrooms modified for treatment purposes, or using adaptive communication systems, etc.; works with other professionals to develop, implement and monitor strategies to intervene with behaviors that put the child or others in imminent danger or at immediate risk of serious harm. Definition: Caregiver follows established treatment plan to ensure child's safety and well-being. Treatment plan requires immediate and ongoing (more than once daily) monitoring and interaction. Strategies and interventions are developed in accordance with treatment plan and in consultation with case manager and must be followed to ensure child's immediate and ongoing safety and well-being. If plan is not followed child is at risk of imminent danger. Caregiver maintains frequent contact with mental health professionals and actively participates in services and monitoring. Caregiver can provide examples of therapeutic interventions and demonstrates ongoing monitoring.

Outline the caregiver responsibilities:

CIRCLE ONE ONLY

LOR 4	Education/Cognitive Development
L1	Caregiver provides developmentally appropriate learning experiences for the child noting progress and special needs; assures school or early intervention participation as appropriate; supports the child's educational activities; addresses cognitive and other educational concerns as they arise, participation in the IEP development and review. Definition: Caregiver ensures child meets established education goals. Routine educational support includes providing transportation* to and from school, providing a structured homework routine and help with homework; maintaining regular, ongoing contact with school to ensure age-appropriate performance and progress. This includes participation in regularly scheduled parent- teacher conferences with the parents (as appropriate). For non-school age children, the caregiver will ensure the child is working on developmental goals (i.e. colors, ABCs, counting, etc.) Not in school 15mo.
L2	Caregiver maintains increased involvement with school staff to address specific educational needs that require close home/school communication for the child to make progress AND responds to educational personnel to provide at-home supervision when necessary; or works with others to implement program to assist youth in alternative education or job training. Definition: Educational goals may include both school-based as well as job training goals (for older youth). Caregiver implements monitoring in the home to reflect established learning plan objectives or collaborates with professionals to ensure child's educational goals are met. Caregiver provides examples of efforts to support education. Caregiver provides support and structure for child if suspended or expelled from school.
L3	Caregiver works with school staff to administer a specialized educational program AND carries out a comprehensive home/school program (more than helping with homework) during or after school hours. Definition: Caregiver implements interventions per an established alternative education plan, IEP or 504 plan which involves specialized activities and/or strategies outside of the educational setting. Implementation of this plan requires regular communication with school and is not considered routine educational support. Caregiver may require specialized training or certification in order to meet the child's educational and cognitive needs.
	Outline the caregiver responsibilities:

*Please detail transportation arrangements in responsibilities section. If the caregiver is unable to provide transportation, alternate arrangements must be discussed in detail at this time and documented in the responsibilities section.

CIRCLE ONE ONLY

LOR 5	**Socialization/Age-Appropriate Expectations**
L1	In keeping with Reasonable and Prudent Parenting standards, Caregiver works with others to ensure child's successful participation in communityactivities; ensures opportunities for child to form healthy, developmentally appropriate relationships with peers and other community members, and uses everyday experiences to help child learn and develop appropriate social skills. Definition: Caregiver encourages and provides opportunities for child to participate in age-appropriate peer activities at least once per week. Caregiver can give examples of the child's participation the activity. Caregiver transports* to activity if needed. Caregiver monitors negative peer interactions. Examples may include: school-based activities, sports, community-based activities, etc.
L2	Caregiver provides additional guidance to the child to enable the child's successful participation in Community and enrichment activities AND provides assistance with planning and adapting activities AND participates with child when needed. Examples include shadowing, coaching social skills, sharing specific intervention strategies with other responsible adults, etc. Definition: Caregiver's intervention and participation further ensures child's participation in the activity. The child may not be able to participate without adult support. Caregiver can give examples of the child's participation in the activity.
L3	Caregiver provides ongoing, one-to-one supervision and instruction (beyond what would be age appropriate) to ensure the child's participation in community and enrichment activities AND caregiver is required to participate in or attend most community activities with other responsible adults, etc. Definition: Caregiver must participate and fully supervise child during all community and enrichment activities. Participation in the community and enrichment activities provides a normalized child experience. Caregiver can provide examples of child's normalized involvement in the activity.
	Outline the caregiver responsibilities:

*Please detail transportation arrangements in responsibilities section. If the caregiver is unable to provide transportation, alternate arrangements must be discussed in detail at this time and documented in the responsibilities section.

CIRCLE ONE ONLY

LOR 6	**Support/Nurturance/Well-Being**
L1	Caregiver provides nurturing and caring to build the child's self-esteem; engages the child in constructive, positive family living experiences; maintains a safe home environment with developmentally appropriate toys and activities; provides for the child's basic needs and arranges for counseling or other mental health services as needed. Definition: Caregiver meets child's established basic needs to assure well-being. Caregiver understands and responds to the child's needs specific to removal from their home. Caregiver transports* and participates in mental health services as needed.
L2	Caregiver consults with mental health professionals to implement specific strategies of interacting with the child in a therapeutic manner to promote emotional well-being, healing and understanding, and a sense of safety on a daily basis. Definition: Caregiver follows established treatment plan to ensure child's safety and well-being are addressed. Strategies and interventions are developed in accordance with the treatment plan and in consultation with case manager. Caregiver has regular contact with mental health professionals and participates in mental health services for the child. Caregiver can provide examples of therapeutic interventions and demonstrates ongoing monitoring.
L3	Caregiver works with services and programs to implement intensive child-specific in-home strategies of interacting in a therapeutic manner to promote emotional well-being, healing, and understanding, and sense of safety on a constant basis. Definition: Treatment plan requires immediate and ongoing (more than once daily) monitoring and interaction. Therapeutic strategies and interventions are developed in accordance with treatment plan and in consultation with case management staff and must be followed to ensure the child's well-being. If plan is not followed child is at risk of imminent danger. Caregiver maintains frequent contact with mental health professionals and actively participates in services and monitoring. Caregiver can provide examples of therapeutic interventions and demonstrates ongoing monitoring.
	Outline the caregiver responsibilities:

*Please detail transportation arrangements in responsibilities section. If the caregiver is unable to provide transportation, alternate arrangements must be discussed in detail at this time and documented in the responsibilities section.

CIRCLE ONE ONLY

LOR 7	Placement Stability
L1	Caregiver maintains open communication with the child welfare team about the child's progress and adjustment to placement and participates in team meetings, court hearings, case plan development, respite care, and a support plan. Definition: Caregiver works to ensure placement stability. Caregiver communicates openly and regularly with case manager, provides required monthly documentation and participates in family team meetings. Caregiver must actively participate in developing a support plan to eliminate placement disruption.
L2	The child's/youth's needs require caregiver expertise that is developed through fostering experience, participation in support group and/or mentor support, and consistent relevant in-service training. Definition: Caregiver must utilize specialized knowledge, skills, and abilities to maintain child's placement. Child's needs warrant specialized knowledge, skills, and abilities. Interventions provided by caregiver must be in collaboration and consultation with other professions and case managers. Caregiver should provide examples of their specialized knowledge, skill, and abilities to ensure placement and participation in in-service training.
L3	The child's/youth's needs require daily or weekly involvement/participation by the caregiver with intensive in-home services as defined in case plan and/or treatment team. Definition: Caregiver must collaborate with external supports in order to maintain placement. These external supports provide intensive interventions within the caregiver's home, without which child could not safety be maintained. Interventions must be selected and implemented in collaboration with the case manager. Caregiver collaborates with intensive service interventions and demonstrates specialized knowledge, skills, and abilities to maintain child's placement. Caregiver provides examples of their role in the intensive in-home service provision. Caregiver may require additional training to eliminate placement disruption.
	Outline the caregiver responsibilities:

CIRCLE ONE ONLY

LQR 8	Transition To Permanency and/or Living Independently as an Adult
L1	For all children/youth regardless of their permanency objective, Caregiver provides routine ongoing efforts to work with biological family and/or other significant adults to facilitate successful transition home or into another permanent placement. Caregiver provides routine assistance in the on-going development of the child/youth life book. Definition: Caregiver collaborates with case manager and other community resources to ensure child's/youth's permanency goal is met. Caregiver works with child/youth in ongoing development of life book in preparation for permanency. Caregiver addresses developmentally appropriate daily life skills with the child/youth to include assistance with budgeting, education, self care, housing, transportation, employment, community resources, and lifelong connections.
L2	Caregiver actively provides age-appropriate adult living preparation and life skills training for child/youth. For children/youth age 14 and above, training should be outlined in the written transition plan and determined through completion of a life skills assessment. For children/ youth whose permanency objective is adoption or guardianship, the caregiver (with direction from their agency and in accordance with the case plan), cooperates and works with team members, potential adoptive parents, therapists and specialists to ensure the child/youth achieves permanency. Definition: For children 8 and above caregiver develops and monitors daily life skills activities. For children/youth 14 and above, caregiver assists the youth in completing a life skills assessment and uses the results to inform daily activities that promote development of life skills to include assistance with budgeting, education, self care, housing, transportation, employment, accessing community resources and lifelong connections. Caregiver also supports efforts to maintain family relationships where appropriate. For children/youth whose permanency objective is adoption or guardianship, the caregiver regularly collaborates with team members to ensure child's permanency goals are met. If the caregiver will be providing permanency for the child, the caregiver actively participates in adoption preparation activities (examples include training, support groups, mentor support, respite care).
L3	Transition to Adulthood Focus: Caregiver supports active participation of youth age 14 or above in services to facilitate the development of life skills and the transition to living independently as an adult. Definition: Caregiver partners with life skills resources to ensure youth is prepared for transition to live independently as an adult. Caregiver provides assistance and interventions on an ongoing basis and in accordance with established transition plan to include assistance with budgeting, education, self-care, housing, transportation, employment, community resources and lifelong connections. Additionally, caregiver regularly collaborates with youth's team (i.e. caseworker, agency staff, PALS Specialist) to ensure a smooth transition out of care. Caregiver demonstrates role in preparing youth for living independently as an adult by providing concrete examples of provided intervention and youths skill acquisition.

CIRCLE ONE ONLY

	Outline the caregiver responsibilities:

Transportation: Foster Parents are responsible for the first 100 miles per month of direct transportation for foster children in their home and are eligible for reimbursement for every 50 mile increment beyond the initial 100 miles. (Title 479 2-002.03E1. Administrative Memo #1-3-14-2005)

Liability Insurance: Federal and state law mandate eligibility coverage for Foster Parents. For more information speak with your child's case worker and/or agency representative (Program Memo-Protection and Safety-.#11-201

SIGNATURES:

NAME: ______________________________
Foster Parent

DATE: ______________________________

NAME: ______________________________
Foster Parent

DATE: ______________________________

NAME: ______________________________
CFS/FPS Worker

DATE: ______________________________

NAME: ______________________________
CFS/FPS Supervisor

DATE: ______________________________

NAME: ______________________________
CPA Representative (if involved)

DATE: ______________________________

NAME: ______________________________
Other Participant

DATE: ______________________________

NCR TOOL

Forms to give to

Foster Parents

Lutheran Family Services
of Nebraska, Inc.

Client's Name:
Month/Year:

LFS FOSTER CARE PROGRAM
Foster Parent Monthly Summary

Strengths:
Social/Relationships:
Behavioral:
Mental Health:
School/Daycare:
Four Hour Parenting Contact:
Visits with Biological Parents:
Medical Appointments: *(Please add date, doctor, reason for visit, and doctor's recommendations)*
Other:

Lutheran Family Services
of Nebraska, Inc.

124 South 24th Street, Suite 200 ▫ Omaha, NE 68102

(402) 661-7100 ▫ Fax (402) 978-5637 ▫ www.lfsneb.org

FOSTER CARE PROGRAM
Medication Log

Clients Name: ______________________ DOB: ___________ Allergies (Food/Drugs)________________

Foster Home: ________________________________ Phone Number:______ __________________

Month: ____________________ *Year:* ______________

M#	Drug, Dosage, Frequency	Reason for Use	Date Prescribed	# of Refills	Physician	Date Stopped
1						
2						
3						
4						
5						
6						
7						

Use reverse side for additional space:

		Initial		
Day	Med	AM	Noon	PM
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Day	Med	AM	Noon	PM
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				

Day	Med	AM	Noon	PM
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				

Additional Notes:

______________________________ ______________________________

Foster Parent: **Date Turned In:**

[Leave with FP at intake Replenish as needed] 5/6/2013

Lutheran Family Services
of Nebraska, Inc.

124 South 24th Street, Suite 200 ▫ Omaha, NE 68102

(402) 661-7100 ▫ Fax (402) 978-5637 ▫ www.lfsneb.org

FOSTER CARE PROGRAM
Medical/Dental/Eye Exam Form

☐ **Medical** ☐ **Dental** ☐ **Eye Exam** ☐ **Emergency Visit**

Clients Name: ____________ Medicaid #: ____________ DOB: ____________

Foster Home: ____________ Phone Number: ____________

Height: ________ Weight: ________ Allergies (List Food/Drugs) ____________

Name of Physician/Dentist/Optometrist	Address	Zip	Phone

Type (Medical)	Type (Dental)	Type (Eye)
☐ Physical/Well Baby	☐ Cleaning/Check Up	☐ Check Up
☐ Medication Check	☐ Filings	☐ Glasses
☐ Shots	☐ X-rays	☐ Injury
☐ Other (Please describe):	☐ Other (Please describe):	☐ Other (Please describe):

Date of most recent examination: ________ **Medical**: Lead screening (children under 6): ☐ **YES** ☐ **NO** ☐ **N/A**

-Drug Profile (prescription and non-prescription last 6 months):

Drug, Dosage, Frequency	Reason for use	Date Prescribed	# of Refills	Physician	Date Stopped	Reason for D.C.

Use reverse side for additional space:

Visitation to Physician/Dentist/Optometrist:

Date of Visit	Where	Why

Physician/Dentist/Optometrist **Date** **Foster Parent** **Date**

[Leave with FP at intake Replenish as needed] 5/6/2013

Lutheran Family Services of Nebraska, Inc.
Complaint/Grievance Reporting Form

Name: ______________________________ Date: ______________

Phone Number: ____________________ Program: ____________________

Address: ____________________ Location: ____________________

____

____

Describe your complaint or grievance (who was involved, what happened, date, etc.):

____

____

____

____

____

____

____

____

____

How would you like to see your complaint/grievance resolved? ______________

____

____

____

____

____

____ ____________

Signature Date

____ ____________

Staff Signature Date

X:Public\Forms\Grievance
Revised 2.16

Lutheran Family Services
of Nebraska, Inc.

124 South 24th Street, Suite 200 ▪ Omaha, NE 68102

(402) 661-7100 ▪ Fax (402) 978-5637 ▪ www.lfsneb.org

FOSTER CARE PROGRAM
Youth Rights and Responsibilities

Youth Rights, The basic not all inclusive, youth rights are listed below:

Right to Nourishment: Each youth receives three meals per day and nutritional snacks are provided.

Right to Communicate with Significant Others: (Parents, counselor, caseworker, probation officer, etc.) Each youth may communicate with significant others, unless otherwise stated in his or her written record, and provided that he or she is under reasonable control at the time of contact. Any mail suspected of containing unauthorized, injurious or illegal material or substances is opened by the youth in the presence of their foster parent or LFS personnel.

Right to Respect of Body and Person: Each youth is treated with humane, professional, and concerned care at all times.

Right to have ones own possessions: Each youth may have possessions that are commensurate with her developmental level and living situation. Dangerous possessions (guns, knives, drugs, etc.) are not allowed.

Right to Privacy: Each youth has physical privacy (e.g., the bathroom) and personal living space typically found in a family home environment. Youth who are dangerous to themselves or others will not be left alone.

Right to Freedom of Movement: Each youth may participate in a wide range of experiences appropriate for their age or development.

Right not to be Given Meaningless Work: Youth are not given unnecessary tasks due to inappropriate behavior. However, in keeping with a family-style environment each youth will have daily chores, tasks, goals and privileges.

Right to Written Material and to Disagree with its Content: Each youth will have the opportunity to review written material, and disagree with its contents.

Right to Interact with Others: Each youth is provided with ample opportunities to appropriately interact with their peers.

Right to Visit Family in the Family Home and Receive Visits: Each youth may visit his or her family and receive visits, unless otherwise stated in his or her treatment plans or stipulated in writing by their legal guardian.

Right to Basic Clothing Necessities: Each youth will be provided with appropriate dress and leisure clothing if needed.

Right to Natural Elements: Each youth may participate in a variety of outdoor activities.

Right to Ones Own Bed: Each youth has a personal bed and sleeping area.

Right to Participate in Treatment Planning and to Refuse any Specific Therapy or Medication: Unless law or court order has limited those rights. Each youth is provided care in accordance with his or her reasonable wishes and that of his or her legal guardian. Should the youth refuse treatment, he or she will be informed of the potential consequences.

Right to Request Review of Treatment Plan: All youth are entitled to review their current treatment plan and make suggestions

Right to Complaint or Appeal: Each youth and his or her parent(s) or legal guardian has the right to express a grievance.

Right to Equal Treatment: Every youth has a right to equal treatment regardless of race, religion, ethnicity, or disability.

Right to Remain Safe: All youth have the right to be safe from abuse and assault while in the foster care program.

Right to Know Staff: Each child has the right to know who will be working with them, what role they will play, and be informed of staff changes.

Right to program Rules and Policies: You have the right to know what is expected of you and policies apply to you.

Right to Confidentiality: You and your family have the right to be treated in a respectful and confidential manner. You have the right to not have your photograph or name in agency publication without you and your guardian's agreement.

Right to Request Services: You have the right to communicate with staff that work with you and request a referral for service.

Right to Grievance: You have the right to communicate suggestions, concerns, and/or grievances to the staff who work with you and to be fully educated on the grievance procedures within the program. You have a right to be free from adverse repercussions within your treatment for filing a grievance.

Right to be Informed: You have the right to be informed of all discharge plans and recommendations for aftercare after you discharge.

Lutheran Family Services
of Nebraska, Inc.

124 South 24th Street, Suite 200 ▯ Omaha, NE 68102

(402) 661-7100 ▯ Fax (402) 978-5637 ▯ www.lfsneb.org

FOSTER CARE PROGRAM

Clothing and Personal Effect Inventory

Client's Name ______________________ **Date Completed** ____________________

Foster Parent ______________________ **Date of Arrival** ____________________

Item	Quantity	Description
Pants/Trousers		
Shorts		
Skirts		
Dresses		
Shirts/Blouses		
Sweaters		
Coats		
Socks/Legwarmers etc.		
Shoes		
Underwear		
Belts/Hats/Accessories		
Night Wear/Pajamas		
Jewelry		
Money		
Luggage		
Other (Specify)		
Other (Specify)		
Other (Specify)		
Other (Specify)		
Other (Specify)		
Other (Specify)		
Other (Specify)		

(submitted electronically)

______________________ __________ ______________________ __________

Foster Parent **Date** **LFS Representative** **Date**

______________________ __________ ______________________ __________

Biological Parent (if possible) **Date** **FPS** (if possible) **Date**

[Leave with FP at intake, FP and FCS sign completed form first visit] 5/6/2013

Section L

Important Trainings

Relationship Between Foster Parents and Birth Parents

The Role of the Foster Care Specialist

- Mediator
- Educator
- Support
- Coordinator
- Grief Counselor
- Transportation Specialist
- Emotional Container
- Safety Net

2

The Role of the Foster Parent

- Become **Partners** Toward Permanency – Share the Parenting Journey
- Create a Safe and Nurturing Environment

- Support Birth Family Visits
- Encourage the Birth Family Connection
- Be Prepared to Parent a Grieving Child

3

| Awesome Z
florence hall

Benefits for Foster/Birth Parent Relationship

- For the Child
  - Less moves
- Demonstrates to children people who love them don't just disappear – adoptive parents may be more willing to stay connected to birth parents
- Affords permission to love both sets of parents
- Less tension between foster and birth parents creates less tension for child

7

Common Challenges For Birth/Foster Parents

- Foster Parents and/or Birth Parents can be hostile, competitive and challenge each other's authority
- Birth Parents may attempt to sabotage the Placement
- Foster Parents may sabotage the visits
- Each parent blames the other for the child's problems or behavior
- Parents may have different rules

8

Common Challenges for Children

- May Not Always Want to Go To Visits
- May exhibit challenging behaviors before or after visits
- Can become confused with the different expectations of birth parents and foster parents

9

Visits

- Research shows that when foster and birth parents have contact with one another children:
  - Do better in school
  - Experience less trauma
  - Feel less division of loyalty
  - Feel less contention between all parents
  - Feel safer expressing their feelings with all parents

13

More About What Foster Parents Tell Us?

- Developing Empathy for Birth Parents is the Key
  - "It never dawned on me that I could like the birth mom and feel guilty because I still want to take her child."
  - "It was his birthday, so I thought maybe I could bake him cookies." *~A resource dad speaking about a birth father~*

14

What Birth Parents Tell Us?

"I've been involved with CPS for years and you guys are the first people to treat me like a good person. Even the gal at the front desk asked if I would like some water or coffee!"

~From a birth parent ~

15

REASONABLE AND PRUDENT PARENT STANDARD (RPPS)

Collaborative effort between:

- Nebraska Department of Health and Human Services
- Foster Family-based Treatment Association
- Nebraska Association of Homes and Services for Children

Federal definition for RPPS

- The standard characterized by careful and sensible parental decisions that maintain the health, safety, and best interest of a child while at the same time encouraging the emotional and developmental growth of the child, that a caregiver shall use when determining whether to allow a child in foster care under the responsibility of the State to participate in extracurricular, enrichment, cultural, and social activities.

42 U. S. C. A. §675 (10)(A)

Clarification Point

- Activity vs Service

Sports, church camp, overnight (activity)

Vs

Respite and child care (service)

- **Extracurricular Activity**
  - activities (such as sports) that can be done by the students in a school but that are not part of the regular schedule of classes
- **Enrichment Activity**
  - an activity making a childhood experience fuller or more meaningful or rewarding

- **Cultural Activity**
  - Activity relating to a particular group of people and their habits, beliefs, traditions, etc. OR of or relating to the fine arts
- **Social Activity**
  - a social gathering or party, especially of or as given by an organized group

Age or Developmentally Appropriate Federal Definition

- Activities or items that are generally accepted as suitable for children of the same chronological age or level of maturity or that are determined to be developmentally appropriate for a child, based on the development of cognitive, emotional, physical, and behavioral capacities that are typical for an age or age group; and
- In the case of a specific child, activities or items that are suitable for the child based on the developmental stages attained by the child with respect to the cognitive, emotional, physical, and behavioral capacities of the child.

42 U. S. C. A §675 (11) (A)

Caregiver
Federal Definition

- A foster parent with whom a child in foster care has been placed with or a designated official for a child care institution in which a child in foster care has been placed.

42 U. S. C. A §675 (10) (B)

Promote and Support Normalcy

- Establish a youth's right to access and participation
- Establish an obligation for the child welfare agency to promote a child's access to and participation in age and developmentally appropriate activities
- Empower caregivers to permit access to activities as a reasonable and prudent parent would

Factors to consider

- The child's age, maturity and development
- Potential risk and appropriateness of the activity
- Best interest of the child
- Importance of encouraging the child's emotional and developmental growth
- Importance of providing the child with the least restrictive and most family-like experience possible
- Decisions MUST be individualized by child
- Benefits of pursuing interests, self identity, healthy risk taking and gaining adult skills for transitioning
- Culture and ethnicity of the child and input from biological parents
- Desire of the child/youth

"No" is normal too

- There is an art and responsibility to say no as well.
- RPPS doesn't equate to automatic yes's

Liability

- Per the Department and Health and Human Services licensing regulations (NAC 395) - The Department will not take a licensing action for conduct solely involving a foster parent's exercise of the Reasonable and Prudent Parent Standard.
- The best protection from liability: Don't forget to document daily decisions or routines that allow or don't allow youth to participate in activities!

Child Caring (group home/shelter) Vignette

- Extracurricular Activity

Tim is 15 and has been in the group home/shelter for 2 months. He has not played organized sports in the past. He has bounced around in numerous placements over the past 15 months. The wrestling coach has approached him and asked him to try out for the team. Tim would like to try out. He will have practices and matches every day after school until 5:30PM and will be attending tournaments that will occur primarily on Saturday for 4 hours or so.

Child Caring (group home/shelter) Vignette

- <u>Enrichment Activity</u>

James has been in your group home/shelter for 3 months. He plays the trumpet and has played at school for jazz band. There is a band camp coming up with a prominent jazz musician. It will occur Saturdays for 1 month. James would like to attend.

Child Caring (group home/shelter) Vignette

- Cultural Activity

Meghan was recently admitted to your group home/shelter. She was in a foster home in a neighboring area and joined the church that is across the street from your group home/shelter. She was an active member of their youth group. The youth group meets on Fridays from 7-9PM. Meghan would like to attend.

Child Caring (group home/shelter) Vignette

- <u>Social Activity</u>

Sherri is a 17 year old senior in high school. She has been in the group home/shelter for 1 month. Prom is coming up and Sherri would like to go to prom and the after prom party at the school. She has a boyfriend who attends a different school and they want to go together or meet there.

Foster Care (child placing) Vignette

- Extracurricular Activity

Nathan is in the 3rd grade and his class will be going on a field trip to a local museum and a permission slip is required to be signed in order for Nathan to attend. Nathan has expressed excitement about the field trip and riding on the bus to and from and taking a sack lunch, as he hasn't ever done this.

Foster Care (child placing) Vignette

- <u>Enrichment Activity</u>

18 year old Rebecca expresses interest in obtaining her drivers license to get to and from her job at the local Walgreens. Rebecca will be 19 in 4 months and is working on her GED.

Foster Care (child placing) Vignette

- Cultural activity

Veronica, a 14 year old youth who identifies as Latina wishes to participate in a local Dia De La Muertos (Day of the Dead) festival. Veronica was placed in the foster home 2 months ago and is feeling a little out of place in her new neighborhood and school since removal.

Foster Care (child placing) Vignette

- Social Activity

Stephen is 10 years old and was placed in the foster home 6 months ago and unfortunately had to switch schools due to the removal. Due to the many changes in his life Stephen is rather shy and has had some trouble making friends at this new school. Stephen has been asked to a sleep over with a friend from school.

Next Steps for Agencies

- DHHS will share power point and handout to all child caring and child placing agencies.
- Agencies will be required to train staff in RPPS by 6/30/2016.
  - And RPPS must be incorporated into new hire training for all child care and child placing staff.
  - Agencies required to track participation and DHHS will audit during personnel file reviews.
- Child placing agencies will be required to train all foster parents by 12/31/2016.
  - Agencies will be required to keep training certificates for foster parents to confirm completion and provide documentation to DHHS.

Questions

Multiethnic Placement Act of 1994

INTERETHNIC ADOPTION PROVISIONS OF 1996

MEPA/IEP

The Multiethnic Placement Act (MEPA) was enacted in 1994 amid spirited and sometimes contentious debate about transracial adoption and same-race placement policies. At the heart of this debate is a desire to promote the best interests of children by ensuring that they have permanent, safe, stable, and loving homes that will meet their individual needs.

- US Department of Health & Human Services/Administration for Children & Families

MEPA/IPA

- Of particular concern are the African American and other minority children who are dramatically over-represented at all stages of this system, wait far longer than Caucasian children for adoption, and are at far greater risk of never experiencing a permanent home.

- US Department of Health & Human Services/Administration for Children & Families

Specific Intentions of MEPA/IEP:

- Decrease length of time that children wait to be adopted
- Facilitate the recruitment/retention of foster and adoptive parents who can meet the distinctive needs of children awaiting placement
- Eliminate discrimination on the basis of the race, color, or national origin of the child or the prospective parent

MEP/IEP Mandate #1:

- Prohibits states and foster care agencies from delaying or denying a child's foster care or adoptive placement on the basis of the child's or the prospective parent's race, color, or national origin

Delay or Denial of Placement

- If an agency has determined that an appropriate placement for a child exists, the agency may not:
  - Allow the child to remain in shelter care or another temporary placement, or require a holding period to find a particular RCNO foster care placement (impermissible delay)
  - Remove a child who is doing well in a pre-adoptive placement in order to place the child with a family of a particular RCNO (impermissible denial)
  - Switch a child from one foster placement to another in an effort to place the child into a particular RCNO placement (impermissible denial). Even if the agency reverses itself later and places the child with the original pre-adoptive family, the agency would have impermissibly denied and delayed the child's placement (impermissible denial and delay)

Individually Assessing a Child's Needs

- An agency has the **flexibility** to determine which factors it will consider when individually assessing a child as long as it does so in accordance with the law; HHS does not prescribe those factors.
- However, when it becomes apparent that the agency might need to consider RCNO, the agency:
  - **Must** individually assess a child to determine whether considering RCNO is in the best interests of the particular child in light of the child's unique circumstances;
  - **May not** rely or act upon generalizations about the child's needs, based on the child's membership in a particular RCNO group;
  - **May not** routinely consider RCNO during the individualized assessment.

Individually Assessing a Child's Needs

- Relevant factors to consider:
  - Child's best interest
  - Age, sibling group, health, education, cognitive or psychological needs
  - The child's unique or unusual history related to RCNO(race, color, or national origin), i.e. traumatic experiences
  - If child is age 14 or older and consents or does not consent to a placement based on RCNO(agency can honor this request/refusal without violating MEP/IEP)

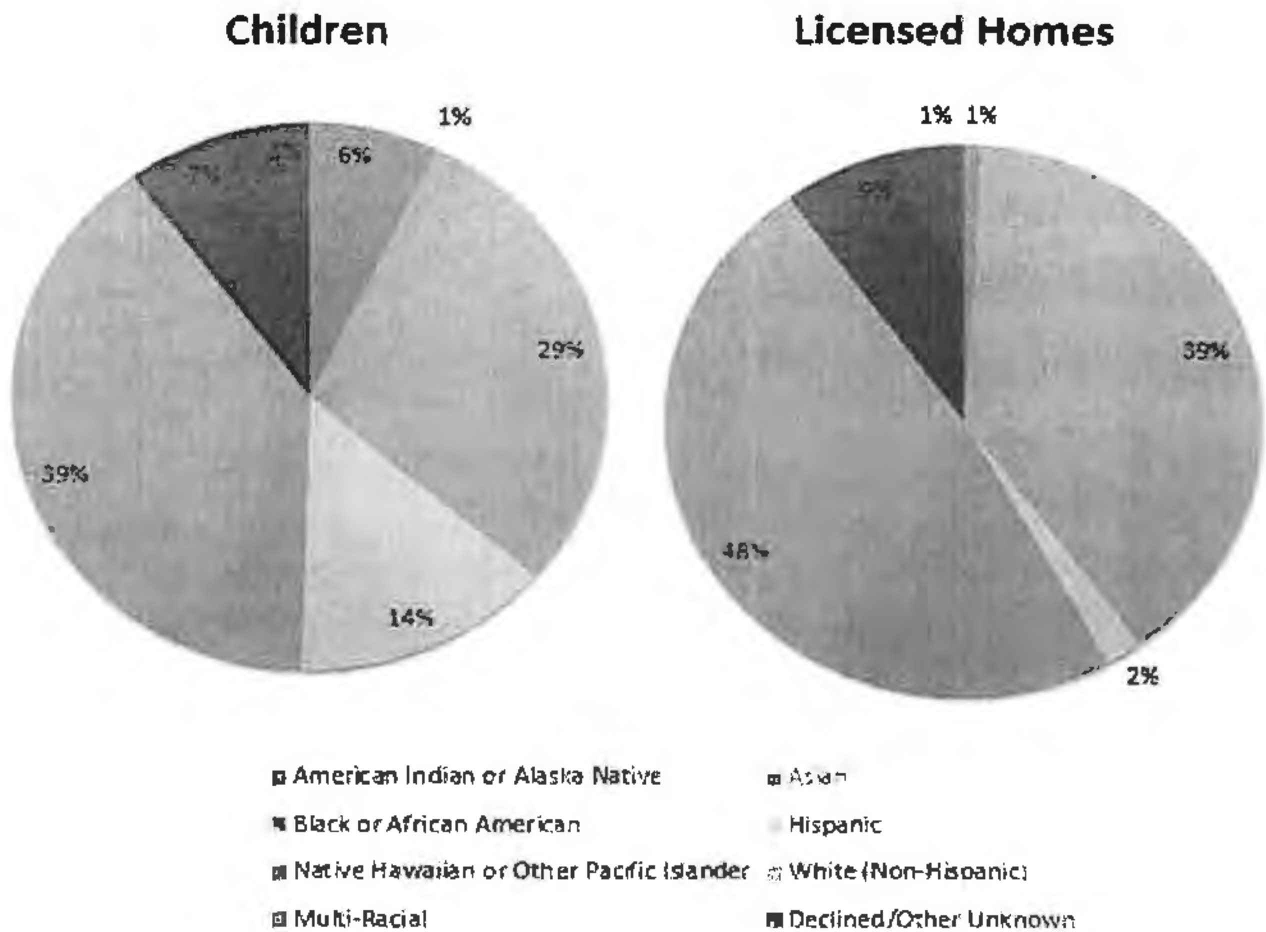
MEP/IEP Mandate #2

- Prohibits from denying to any individual the opportunity to become a foster or adoptive parent on the basis of the prospective parent's or the child's **R**ace, **C**olor, or **N**ational **O**rigin(RCNO)
  - If an appropriate placement for a child exists, an agency **may not:**
    - Refuse to place a child with a prospective parent because the parent's RCNO is different than the child's RCNO
    - Fail to place a child with a prospective parent because the parent or the child is a specific RCNO
    - Remove a child from a prospective parent because the parent or child is a specific RCNO
    - Refuse to conduct a home study because the parent or child is a specific RCNO

MEP/IEP Mandate #3

- States must diligently recruit foster and adoptive parents who reflect the racial and ethnic diversity of the children in the state who need foster and adoptive homes.

Eastern Service Area



Rec'd from HHS Oct 2016

A few more requirements...

- An agency may not assess, or ask prospective parents to assess, whether they are competent to parent a child whose RCNO differs from that of the parents. Throughout a family's interaction with the agency, an agency may not ask or consider:
- Why a family wants to parent across RCNO lines;
- What a family knows about RCNOs different from its own;
- Whether a family's activities reflect a knowledge of or appreciation for the RCNO of the child the family wishes to parent.

Do's and Don'ts

- An agency:
  - **May not** require prospective parents to take different or extra steps in order to parent a child who is in foster care on the basis of the parents' or the child's RCNO;
  - **May not** single out parents who want to parent across RCNO-lines or require them to learn about a different RCNO;
  - **May** provide information to parents that will help them care for their child, including information about hair care or other personal care issues

Assessment of Prospective Parents

- An agency may not create or allow a different child welfare process to which parents who wish to foster or adopt a child of a different RCNO are subject, e.g.:
  - A longer or more invasive home study process, e.g., examining issues for those who want to parent across RCNO lines that the agency does not examine for same-RCNO placements;
  - Requests that are specific to families who plan to parent across RCNO lines, e.g., requiring parents to develop a trans-RCNO parenting plan;
  - Requests that a prospective parent learn about a different RCNO in advance of parenting such a child, e.g., requiring a family to purchase or review specific material or interact with individuals of a particular RCNO.

Preparing Prospective Parents

- An agency may offer training to prospective parents about parenting a child of a different RCNO if:
  - It is offered to **all** parents, regardless of whether the parents plan to foster/adopt a child of a different RCNO; and
  - Participation in the training is not a precondition only for parents who want to pursue a trans-RCNO placement

Preparing Prospective Parents...

- An agency may offer trans-RCNO parenting information to prospective parents **at its own discretion** so long as:
  - The information is made available in the context of preparing a parent, and not assessing a parent's capacity to parent a child of a different RCNO;
  - Consideration of the information or participation in related services is not a precondition for parents who are of a certain RCNO or who want to pursue a trans-RCNO foster or adoptive placement.

Preparation Cont...

- An agency may prepare a prospective parent to foster or adopt a child of a different RCNO by:
  - Asking parents to describe their questions or concerns;
  - Connecting parents with helpful resources; and
  - Offering post-placement services or support for parents who would like such services (e.g., support or social groups).

Do's and Don'ts

- An agency **may:**
  - Tell parents whether the children in care do/do not have the characteristics that the parents are seeking (e.g., age of available children; RCNO of available children; special needs of available children);
  - Ask prospective parents whether they will consider providing a home for a child(ren) whose characteristics reflect the children for whom homes are needed;
  - Discuss with parents the challenges that may arise when parenting a child whose characteristics differ from the characteristics that the parents originally sought.
- An agency may not:
  - Discourage parents from pursuing a trans-RCNO placement; or
  - Require parents to participate in any training related to RCNO unless such training is required of all parents.

Concerns About Prospective Parents

- MEPA and Title VI **do not** require an agency to make a placement where a prospective parent's comments or beliefs make clear that placing children of a specific RCNO with the prospective parent is not in the best interests of those children.
- Where a family expresses prejudice about people of a certain RCNO but still wishes to foster or adopt children of that RCNO:
  - An agency should delve further into the issues.
  - If the agency believes that the parent should not parent any children of a certain RCNO, the agency should document the reasons for that belief or for its resulting placement
  - A decision that is necessary to achieve the child's best interest, including a decision to not place a child of a certain RCNO with a family, does not violate MEPA or Title VI.

Biological Parent Requests

- For both voluntary and involuntary removals:
  - An agency **may not** consider or honor the request of parents or legal guardians to place their child with foster or adoptive parents of a specific RCNO.
  - This applies to birth parents who are considering placing an infant for adoption

Prospective Parent Requests

- Prospective parents may make requests about any characteristics they want in a child, including RCNO.
  - Agencies are not required to place a child of a particular RCNO with a parent who has indicated that the parent does not want to parent a child of that RCNO.
  - Agencies must be as flexible with prospective parents' requests related to RCNO of a child for whom they will provide a home as it is with parents' requests related to other characteristics of a child. If an agency presents children whose characteristics do not match the parent's requests, the agency must be similarly flexible with presenting children whose RCNO does not match the parent's request.

Trauma & the Brain

Trauma

"a deeply distressing or disturbing experience"

- Abuse
- Abandonment
- Neglect
- Witness Domestic Violence
- Death/loss of a loved one
- Natural disasters (including house fire)
- Personal attack
- Bullying
- Medical Procedure/Illness/Surgery
- Chronically chaotic environments
- Community Violence
- War

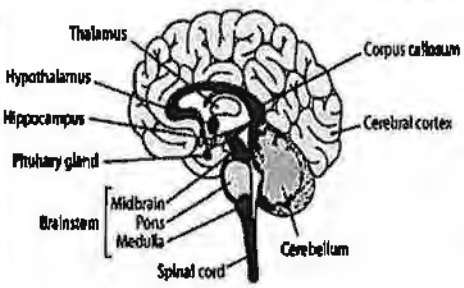
ANIMAL BRAIN:

- Can't think – only reacts
- Survival:
  - Heart Beat
  - Breathing
  - Digestion

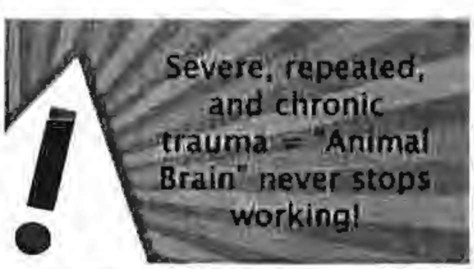
THINKING BRAIN:

- Takes action based on sensory information
- Personality
- Decision-Making

During Times of Stress



- Hypothalamus releases cortisol
- Triggers immediate response to stressor
- "Animal Brain"
  - Does not think – only reacts
  - Does not worry about consequences
  - Is faster than the "Thinking Brain"



- If stress hormones are triggered then cognitive development doesn't occur.
- High levels of cortisol = eat more, drink more
- Bathed in cortisol in early childhood completely changes the immune system for life.

Survival Behaviors

- Acting out behaviors are symptoms of the pain/hurt that underneath the surface.
- They are the coping strategies that the child developed to survive a trauma event, often chronic trauma events.
- Good news–they survived.
- Bad news–their coping strategies don't work as well now, and we as their caregivers have to deal with them.

9

How Adult Interprets Child's Behavior

Willful Disobedience

or

Survival Behavior

10

Children aged 3-6 exposed to traumatic stress may also:

- Act out in social situations
- Be fearful/avoidant
- Be unable to trust or make friends
- Be verbally abusive
- Blame themselves for the trauma
- Develop learning disabilities
- Have stomach aches/headaches
- Have a fear of separation
- Imitate the traumatic event
- Lack self-confidence
- Have poor overall skills development

All these behaviors occur because the child's brain was not able to develop

- Decision-making
- Emotional regulation
- Judgment
- Impulse control
- Attachment
- Ability to trust
- Ability to get needs met

Trauma-Focused Care: The Cycle of attachment, separation, and re-attachment

Let's consider the following scenario:

Samantha is a 13 year old female who is needing a new foster care placement. Samantha's mother and father have never been married, and Samantha's father stopped all contact with her when she was about 6 when he became angry with Samantha's mother over child support payments. Samantha's mother re-married when Samantha was 7 years old. Samantha was removed from her mother's care and placed in foster care when she was 10 years old after it was discovered that Samantha's step-father had been sexually and physically abusing her for approximately 2 years. Samantha initially did well in foster care, but her mother refused to leave her husband, meaning DSS would not allow Samantha to return to her mother's care. Samantha started acting out, and became physically aggressive towards her foster mother on a couple of occasions. When she was 12, Samantha started exhibiting symptoms of depression and started self-harming by cutting. These behaviors continued to worsen over the next 6 months, resulting in Samantha being hospitalized on three occasions for short stays (72 hours or less) for being a danger to herself. Just before her 13th birthday, Samantha attempted suicide and was placed in an acute psychiatric hospital for 3 weeks before being transferred to a Psychiatric Residential Treatment Facility where she received treatment for 6 months. Two months ago, she was referred to to foster care. (continued on next slide)

Trauma-Focused Care: The Cycle of attachment, separation, and re-attachment

Scenario continued:

Samantha was initially placed in a single-parent foster home with one other similarly-aged foster child. Samantha did well in the foster home for about 6 weeks until an argument between she and the other foster child turned physical, resulting in the other foster child being injured, requiring stitches, and Samantha being charged with assault. The foster parent stated she did not want to keep the two children in the home together, and chose to keep the other foster child due to having a longer relationship with her. Two weeks ago, Samantha was placed in a 2-parent (husband and wife) foster home with one other young child in the home, and was re-assigned to your caseload. Since coming into this home, Samantha has been well-behaved, but has been quiet, reserved, and has not shown any interest in developing a connection with anyone in the home.

Essential skills for Trauma Competent Caregiver

- Understand the impact of trauma
- Maximize "felt" safety in child
- Reduce overwhelming emotions and build connections
- Modify overwhelming behaviors and build connections
- Support relationships
- Develop strength-based understanding of life story
- Self-care

21

What does not work:

- Interventions that blames the child (or caregiver)
- Intervention that makes negative inferences rather than empathic inferences on child or caregiver
- Behavior modification contracting with the child
- Parenting that is punitive/harsh
- Parenting that relies on natural consequences (permissive)

22

ATTACHMENT D

Lutheran Family Services
New Employee Training Schedule – Foster Care/In-homes/licensing

Employee Name_______________________________ Date of Hire ______________

Description	Hours	Date completed
Job description	.5	
Review of On call policies/schedule	1	
Review of master case lists and new placement policy/procedures	1.5	
Review caseload and specifics of cases		
Review NCR and Procedures surrounding NCR	1.5	
Review of Monthly visit procedures	1.5	
Review monthly report template/submission procedure in Profiler	1.5	
Review discharge procedure	.5	
Timesheets/schedule/Outlook calendar	1	
Review billing procedures in profiler	1.5	
Review FAMCARE and Salesforce	2	
Review intake procedures and how to create a foster care file	1.5	
Time-off request	.25	
Email	.5	
Cell phone policy/requirements	.5	
Review contract/services offered/required	1	
Incident reports	.5	
Supervisory Review Log	.25	
Reasonable and Prudent Parent Standard	1	
Trauma	1	
Grief & Loss	1	
Relias- ICWA, Abuse, Cultural Diversity, Customer Relations, De-escalating Hostile Clients, HIPPA, MEPA	10.25	
Homestudies	2	
Family Team Meetings	1	
Shadowing- visits with clients	10	
Total hours	27.25	

Date of first unsupervised duties/client contact: ____________________

Employee signature: ________________________________

Supervisor signature: ________________________________

Lutheran Family Services
Weekly Supervision- Foster care/Licensing/In-home

Staff
Supervisor
Time/Date:

Topics discussed:			
Duties & expectations	**Cases & Assessment**	Information & referral	
Professionalism	High Risk issues	Evaluation issues	
Judgment	Decision making	Documentation	
Communication skills	Problem solving	Case Goals & objectives	Diversity issues
Initiative	Treatment/case planning		
Attitude	Flexibility	Crisis intervention	
Time management	Self awareness	Practice/intervention skills	Ethical issues
Accountability	Other:		

Cases/ home studies Reviewed:

Duties expectations:

Staff Strengths:

Staff Challenges:

Comments re: Topics discussed:

Tasks to be completed by the next supervision session or date specified:

Staff signature ______________________________

supervisor Signature: ____________________________

Katherine Spoon- foster care supervisor

LUTHERAN FAMILY SERVICES OF NEBRASKA, INC.

CLIENT CONFIDENTIALITY POLICY

Executive Domain:	Program		
Program or Operation Domain:	Client Services		
Date of Adoption:	June 1988		
Most recent date of Revision (R) or Affirmation (A):	February 2019 (R)	**Reviewed/or Revised by:**	Policy Update Committee
Legal or Other Reference:	COA: CR 2, RPM 6, HIPAA: 42 CFR Part 2, 45 CFR Part 164		
Approved by:	LFS Board of Directors	**Date:**	March 2019

Lutheran Family Services of Nebraska, Inc. (LFS) respects the right to privacy of all those we serve. LFS employees, interns, volunteers, and contracting professionals will maintain the highest professional ethics and legal standards regarding client confidentiality. LFS will comply with all Federal and State regulations regarding confidentiality of persons served, including the Health Insurance Portability and Accountability Act (HIPAA) Regulations, 45 CFR Part 164 and the federal regulations protecting confidentiality for substance abuse treatment, 42 CFR Part 2.

Employees, interns, volunteers and contracting professionals are trained in policies and procedures related to client confidentiality and client records, and sign a statement agreeing to uphold client confidentiality. LFS employees, interns, volunteers and contracting professionals will follow the LFS *Client Confidentiality Procedure.*

Key Words: Confidentiality, HIPAA, Privacy

LUTHERAN FAMILY SERVICES OF NEBRASKA, INC.

CLIENT CONFIDENTIALITY PROCEDURE

Executive Domain:	Program		
Program or Operation Domain:	Client Service		
Relevant Policy:	Client Confidentiality Policy		
Date of Adoption:	April 2012		
Most recent date of Revision (R) or Affirmation (A):	February 2019 (R)		
Legal or Other Reference:	COA: CR 2, RPM 6, HIPAA: 42 CFR Part 2, 45 CFR Part 164		
Approved by:	Chief Program Officer	**Date:**	March 2019

Lutheran Family Services of Nebraska Inc. (LFS) respects the right to privacy of all those we serve. Therefore, the organization expects employees, interns, volunteers, and contracting professionals to maintain the highest professional ethics and legal standards regarding client confidentiality.

Each discipline will adhere to their professional and ethical guidelines in all areas of client confidentiality. When a particular discipline requires a higher level of confidentiality than LFS's policy, employees, interns, volunteers, and contracting professionals will need to follow the professional and ethical guidelines of their discipline.

Confidentiality Training and Attestation

Employees, interns, volunteers and contracting professionals will:

1) Sign the *Confidentiality Agreement* as a part of their initial human resource documentation
2) Within the first week, complete the organization required confidentiality training which includes a review of the policy and procedure on confidentiality.
3) Attest to having read and agree to follow LFS policy and procedure regarding client confidentiality.
4) Complete confidentiality training on an annual basis. The annual confidentiality training and attestation will follow the LFS training plan.

Supervisors are responsible for ensuring their employees, interns, volunteers, and contracting professionals involved with clients complete the initial and annual training on confidentiality.

Volunteers

Volunteer groups and specific event volunteers, such as volunteers assisting with mailing, public events, Guild members and Board members, shall receive an abbreviated orientation regarding client confidentiality and will sign the *Volunteer Confidentiality Agreement* or sign-in sheet acknowledging the LFS *Client Confidentiality Policy.*

External Supervision

If an employee is receiving external supervision including group supervision, the supervisor and other professionals in the group supervision will need to sign the *Confidentiality Agreement for External Supervision Form.*

Key Words: Privacy, Confidentiality, HIPAA, Release of Information, Public Relations, Exception to Confidentiality

Lutheran Family Services
Confidentiality – Foster Care

Due to the nature of the services provided by the LFS Foster Care Program, all LFS Foster Parents must be very careful about the information they give others. Even the accidental disclosure of personal information about youth or their families is a violation of confidence. It is LFS policy to ensure and respect confidentiality of all clients, including foster homes and children. Any issues related to children in the LFS program need to be kept between all parties involved in the case, including LFS staff, case managers, therapists, doctors, community treatment aides, visitation workers and in some cases, biological family. If issues are discussed during such settings as a workshop or in-service, names must not be used. Family members of the Foster Parents not living in the home, should not be involved in the confidential issues of the children in the home out of respect and to the children and to ensure that all issues related to their treatment are handled delicately. Certainly, family members living in the home, such as biological children, are going to be aware of many of the issues that foster children are working on. LFS Foster Parents are expected to discuss with their children how important it is, to not take those issues out of the home. Other foster homes, media, neighbors, foster parent relatives, relatives of the foster children (without prior consent), and friends are all examples of people that should not be involved in the treatment issues of foster children. Breeches of confidentiality will raise questions regarding the professional capabilities of a couple or person to serve as LFS Foster Parents and may result in immediate termination of your involvement with the LFS Foster Care Program. Any questions regarding confidentiality can be directed to LFS staff.

In addition, pictures of foster youth should be taken only with prior approval from LFS staff. Under no circumstances should pictures that are distributed be taken (such as those by media, newsletters, etc).

Signed ______________________ Date ______________________

Signed ______________________ Date ______________________

SEVEN CORE ISSUES IN ADOPTION

	Adoptee	Birth Parent	Adoptive Parent
LOSS	Fear ultimate abandonment: loss biological, genetic, cultural history. Issues on holding on and letting go.	Ruminate about lost child. Initial loss merges with other life events; leads to social isolation; changes in body and self image; relationship losses	Infertility equated with loss of self and immortality. Issues of entitlement lead to fear of loss of child and overprotection.
REJECTION	Personalize placement for adoption as rejection; issues of self esteem can only be "chosen" if first rejected. Anticipate rejection; misperceive	Reject selves as irresponsible, unworthy because permit adoption; turn these feelings against self as deserving rejection; come to expect and cause rejection	Ostracized because of procreation difficulties; may scapegoat partner, expect rejection; may expel adoptee to avoid anticipate rejection.
GUILT/SHAME	Deserving misfortune; shame of being different; may take defensive stance/anger.	Party to guilty secret; shame/guilt for placing child; judged by others; double bind; not OK to keep child and not OK to place	Shame if infertility; may believe childlessness is curse or punishment; religious crisis.
GRIEF	Grief may be overlooked in childhood. Blocked by adult, leading to depression/acting out, may grieve lack of "fit" in adoptive family	Grief acceptable only short period but may be delayed 10-15 years, lack rituals for mourning; sense of shame blocks grief work	Must grieve loss of "fantasy" child; unresolved grief may block attachment to adoptee; may experience adoptee's grief as rejection.
IDENTITY	Deficits in information may impede integration of identity; may see search for identity in early pregnancies; extreme behaviors in order to create sense of belonging.	Child as part of identity goes on without knowledge; diminished sense of self and self worth; may interfere with future parental desires.	Experience diminished sense of self; are and are not parents (Kirk's role handicap").
LOYALTY **Sub-issue**	Difficulty or confusion in developing close relationships out of concern of rejecting other significant people from the past.	Remains childless as act of loyalty to the child. Refrain from search due to loyalty to child.	Need for approval and validation out of concern from perceived loss of the child to other parent figure.
INTIMACY	Fear getting close and risk reenacting earlier losses; concerns over incest; bonding issues may lower capacity for intimacy.	Difficulty resolving issues with other birth parent may interfere with future relationship; intimacy may equate with loss*	Unresolved grief over losses may lead to intimacy/marital problems; may avoid closeness with adoptees to avoid loss.
CONTROL	Adoption alters life course; not party to initial decisions; haphazard nature of adoption removes cause and effect continuum.	Relinquishment seen as out of control disjunctive event; interrupts drive for self actualization	Adoption experiences lead to "learned helplessness"; sense mastery linked to procreation; lack generativity.

*based on Silverstein and Kaplan 1986 with additions by Abigail Lovett

AP-51-AG 9/29/06

Lutheran Family Services
of Nebraska, Inc.
124 South 24th Street, Suite 230 • Omaha, NE 68102
(402) 342-7038 • Fax (402) 342-6408 • LFSneb.org

ATTACHMENTS
J-N
Resumes for Program Leadership
RFP Number 6126 Z1

ATTACHMENT J

STACY L. MARTIN, CFRE

NONPROFIT EXECUTIVE

732.991.6228 | martinstacylois@gmail.com | Omaha, NE 68132 | linkedin.com/stacylmartin

Strategic Planning | Organizational Development | Finance + Administration | Marketing, PR + Communications | Program + Fundraising Development

Advocacy, Programs + Policy at the Intersection of Poverty + Marginalization

14+ years' experience leading Faith-Based and Non-Governmental Organizations

Mission-focused vision and direction. Establish collaborative and philanthropic culture, and manage $50M portfolio. Develop programs that quickly attract funding and bring impactful change. Grow and sustain strong networks spanning donor communities, local and national media. Build ground-up frameworks, revamp teams and drive efficiencies that reverse loss and improve outcomes.

- Hire, coach and retain high-performers that execute strategies with tangible results in a matter of months
- Grasp of state and U.S. government practices cultivated driving policy, and managing state, DC and UN-based (NYC) staff
- Board member, author, and sought-after voice for public policy and research

Career Overview

Lutheran Family Services | Omaha, NE — **2018 – Present**

President & Chief Executive Officer

$25M ORGANIZATION + 400 TEAM OVERVIEW

PORTFOLIO: Adoption • Foster Care • Substance Abuse + Mental Health • Refugees + Immigrants

TEAM: C-Suite • VPs • Statewide Administrators • Social Workers • Therapists • Case Managers • Child Welfare Specialists • APRNs

Accomplished a turn-around for large, regional health and human services organization in less than 1 year. Assessed and implemented effectiveness measures ensuring a stronger working capital position. Rebuilt programs from the ground-up, addressing and overcoming protracted sustainability and efficiency issues for organization that serves over 20,000 people annually.

Leadership Highlights

- Service Effectiveness. Re-engineered services, gathering client insights to make client-centered, data-driven program changes. Increased productivity by ~30% in 8 months. Crafted and led sustainability initiative, guaranteeing service provision for next 3 years.
- Measuring Impact. Drove first-ever Key Performance Indicator (KPI) initiative. Instituted management to metrics and created organizational dashboard focused on client-centered effectiveness within 3 months of arrival.
- Improved Staff Engagement. Turned abysmal staff-turnover rate from 27% to 12% in 6 months, retaining on average more talent than organization experienced in past 5 years, driving improved service quality and improved financial outcomes.
- Legislative Agenda & Advocacy. Introduced key policy-makers to the organization, heightening profile and quickly establishing organization as a regional thought leader in 6 months on array of health and human service issues.
- Fundraising Transformation. Implemented radical changes to fundraising function, uncovering $78+ million in latent donor capacity.

Lutheran Services Florida | Tampa/St. Petersburg, FL **2015 – Present**

EVP, Programs (2017–Present) | Chief Communications + Development Officer (2015–2017)

Built culture of collaborative philanthropy and a communications and development framework from inception. Collaborated with Chief Strategy Officer to develop a 3-year roadmap for this $220M nonprofit whose presence spans 70% of the state.

Program Highlights

$50M PORTFOLIO + 600-FIELD TEAM OVERVIEW

PORTFOLIO: Elderly • Family • Substance Abuse + Mental Health • Children + Educational Programs • Refugees + Immigrants

---

TEAM: Regional Directors • Social Workers • Case Managers • Child Welfare Specialists • Nutritionists • Guardians • Shelter Directors

- Service Improvement. Moved needle from red to green on 12 child safety dashboard measures – an achievement viewed as improbable – while closing $1.3M in losses to achieve a 2018 break-even.
- Risk Management. Drove funding diversification to supplement government-funded child welfare, immigration and refugee services, guardianship, housing, youth shelters and Ryan White/HIV services.
- Technology Efficiencies. Established a Guardianship program inventory system and reengineered database to provide real-time, reliable access to client cases and inventory.
- Increased Grant Funding. Secured a privately-funded grant within days to respond to Hurricane Irma, and $2M in competitive grant funding within 4 months for youth shelter capital improvements.

Communications + Development Highlights

Media Relations | PR | Marketing + Communications | External Relations | Fundraising

- Brand Positioning Transformation. Increased brand engagement >230%, private support by 87% in 12 months, and revenues by 47% in 6 months. Attributable to a creation of targeted brand communications, a development and a major donor strategy.
- Media Networking. Increased earned media presence >115% in 1 year. Established ties with beat reporters and launched press release initiative targeting seasonal events –earning media mentions in the NYT, Associated Press, Tampa Bay Times, et. al.
- Program Turnaround. Saved guardianship program from demise through a fundraising and advocacy campaign targeting the media, legislative decision makers, and current funders.

ELCA | Washington, D.C. **2013 ~ 2015**

Director, National Policy, Advocacy + Corporate Social Responsibility

Elevated profile and mobilized this 4M member global social justice-oriented organization. Led team in D.C., UN and 15 state offices. Managed Corporate Social Responsibility (CSR) portfolio, domestic, international + environmental policy and advocacy.

Leadership Highlights

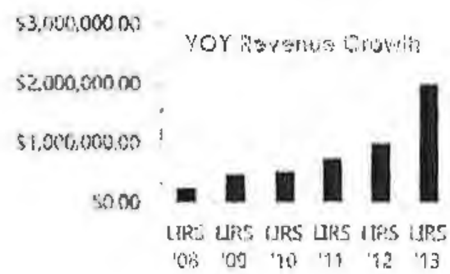
- Drove 3 organization firsts. Realigned D.C. staff that increased "boots on the ground" without impacting budget.
    - **First Hill-Focused Strategy.** Garnered respected reputation from House and Senate offices (Reps + Dems) as an informed voice on poverty-related issues with an impactful constituency, and a leader amongst traditional and faith-based coalitions.
    - **First Campaign.** Created and led *Clean Air for All* campaign key to regulatory adoption. Garnered 1,500+ individual supporters, more than any other faith-organization, with largest faith constituency engagement.
- Rescued stalled refugee crisis project. Funded a trip leading to a report, followed by full-court press with the Administration and on the Hill, resulting in a $750M budgeted aid package.
- Heightened advocacy profile. Increased key policy maker material 150% and meeting requests in >18 months. Expanded number of advocates who regularly take action by 62% in 1 year.

Lutheran Immigration + Refugee Service (LIRS) | Washington, D.C. + Baltimore, MD **2008 – 2013**

VP, External Relations + Development

Increased institutional viability and visibility for this $50M national migrants' rights organization. Grew team from inception to 20. Directed public policy portfolio, marketing and communications, donor development and grants.

- Media: **Enlarged earned media presence >120%. Elevated LIRS from unknown into an organization viewed by leading outlets as a trusted SME and resource.**
- Development: **Increased annual revenues 3,000% in 2 years from <$100K in gross donations to >$3M in net donations.**
- Policy: Created the national Refugee Alumni Network; key policy "wins" include protecting 100s of vulnerable asylum seekers from ICE detention centers.
- Government Relations: Increased LIRS' reputation and Capitol Hill profile 3X.



Lutheran Social Ministries of NJ | Trenton, NJ **2003 – 2008**

Director, Immigration + Refugee Services

Generated an 11% budget margin through improved financial control and deficit elimination. Led large multicultural staff across 10 diverse programs for this $25M organization dedicated to closing the state's income disparity gap.

Leadership Highlights

- Spearheaded research and report that drove a **2X increase in national immigration support funding.**
- Staved off 287G, an initiative to partner local law enforcement with ICE– **gaining buy-in from Trenton's** mayor **whose decision led to a state-wide ripple effect.**
- **Founded nation's first cooperative farm on publicly-ceded land** that employed former refugees as farmer-owners.
- **Achieved 100% in-kind and material contractual match requirements** through the creation of an innovative volunteer program.
- Earned **UN commendation for client-centered service excellence** and improved self-sufficiency outcomes, and **U.S. Office of Refugee Resettlement praise** for effort that increased hourly wages and placed clients well-above entry-level.

Education + Certifications

MBA | Eastern University *Delta mu Delta* **M.DIV** | Princeton Theological Seminary *Presidential Fellow*

B.A. ENGLISH + SECONDARY ED | Sterling College *Summa cum Laude*

Certificate in Professional Fundraising | Boston University

Certification: Certified Fundraising Executive (CFRE)

See Addendum for further Highlights: Public Policy, Board + International Contributions, Publications and Media Mentions

References for Stacy Martin

Katrina Klettke-Straker -- Director of Development, Orthodox Christian Services, Towson, MD; years known: 2003-Present; worked together at both Lutheran Social Ministries of NJ and Lutheran Immigration and Refugee Service; 110 West Road Suite 360, Towson, MD 21204

Stephen Bauman – Executive Emeritus, Domestic Mission, ELCA; Principal, 3 Roads Consulting; years known: 2001-Present; Stephen supervised me when I served as Director, National Policy, Advocacy & Corporate Social Responsibility at the ELCA; Chicago, IL; consultants@3roadsconsulting.com; #843.685.7518

Sam Sipes – President & CEO, Lutheran Services Florida (LSF); Sam supervised me when I served as EVP of LSF; years known: 2008-Present; 3627 W Waters Ave, Tampa, FL 33614; #813.875.1408

Donna Magnuson

Phoenix, AZ • dleemagnuson@gmail.com • linkedin.com/in/donna-magnuson/ • 605-310-4438

STRATEGIC LEADERSHIP • PROGRAM DEVELOPMENT & FUNDRAISING • ADVOCACY

Results-oriented and values-driven executive with extensive management experience, including leading agency growth, strategic planning & implementation, and management of complex programming and operational development. Proven and skilled team-focused leader and negotiator, highly effective networker, and participatory manager experienced working across diverse environments with measurable results. Leader skilled in organizational change with a focus on a client-centered, strengths-based approach to service.

EXPERIENCE

Lutheran Family Services of Nebraska **October 2018 to present**
Chief Program Officer

Administration, development, planning, supervision and monitoring of all program services. Manage 100+ contracts providing services in the following areas: Community Services for Refugee and Immigrant populations, Children's services including foster care, pre and post adoptive care and family support through the Centers for Healthy Families, Children's' Behavioral Health Services including specific services for children exhibiting problematic sexual behaviors, and Adult Behavioral Health services including mental health, medication management, community support, Substance use and Intensive outpatient services. Performed Human Resources, Administration, Finance and Budgeting, Fundraising, Program development and program activities. Total of 300 staff, in seven locations across the State, with an annual budget of $20 million.

- Research, write, implement and monitor grants, contracts and activities related to office-wide programs/activities providing direct services to individuals across the State.
- Collaborate with Development to organize fundraising events, annual appeals, and community outreach, increasing unrestricted funds for the organization.
- Represent the agency with stakeholders, including local, state and national outlets to educate about and advocate for those we serve and an overall tolerant and welcoming community.
- Coordinate and facilitate meetings between agency partners including community agencies, city, county, state and elected officials, to strengthen relationship, and build stronger service networks
- Facilitate and monitor organizational change across the office, implementing a strengths-based, client-centered service model, to increase office-wide communication, efficiencies and effectiveness.
- Participate along with the Board, Executive team, agency leaders and staff to create the agency-wide 5-year strategic plan, ensuring all planning encompasses the outcome and objectives established within the plan.

Lutheran Family Services of Nebraska **Short-term contract 2018**
CONSULTANT – Remote and on-site services – Omaha and Phoenix

Consultation services including programmatic assessment, systems analysis, efficiency and effectiveness recommendations, and implementation strategies. Agency of $23 million, across 3 core competencies in 8 different locations.

- Assessed programs both structurally and operationally, reviewing organizational structure, budgets, service delivery models, and system processes, recommending areas for improvement, and opportunities for growth

- Review agency-wide programs and processes to determine pathways for service across the core competencies, creating opportunities for sustainability and growth

International Rescue Committee (IRC) **2011 - 2018**
EXECUTIVE DIRECTOR – IRC – Phoenix, AZ
Administration, development, planning, supervision and monitoring of the office. Managed 35+ contracts providing services in the areas of safety, health, education, economic empowerment, and power. Performed Human Resources, Administration, Finance, Fundraising, Program development and program activities. Total of 75 staff, over 70 contract interpreters, and over 300 volunteers with an annual budget of $6.7 million.

- Researched, wrote, implemented and monitored grants, contracts and activities related to office-wide programs/activities providing direct services to over 10,000 individuals.
- Collaborated to organize fundraising events, annual appeals, and community outreach which increased unrestricted funds for the organization.
- Represented the agency with all media, including local, state and national outlets to educate about and advocate for the clients and a welcoming community.
- Coordinated meetings between agency partners including community agencies, city, county, state and elected officials, to strengthen relationship, and build stronger service networks
- Facilitated organizational change across the office, implementing a strengths-based, client-centered service model, to increase office-wide communication, efficiencies and effectiveness.
- Oversaw development and implementation of all strategic plans including the IRC 2020 plan, ensuring all planning encompassed the outcome and objectives established within the plan.
- Spearheaded development of an expanded onboarding system to ensure new staff integration into the office through enhanced training. Provided ongoing training and development opportunities for all staff ensure high quality service, and maintenance of a skilled workforce.
- Instituted values and mission-driven policies and practices realigned and restructured teams to follow functional requirements with changing portfolio and program focus.

Lutheran Social Services- South Dakota (LSS-SD) **2000 - 2011**
REFUGEE STATE COORDINATOR & DIRECTOR - LSS-SD, Refugee & Immigration Center - Sioux Falls, SD
Managed multiple contracts providing services in the areas of case management, employment, and education, and fee for service programs. Maintained and coordinated services for refugees within the State working with partnering agencies, government entities, facilitating subcontracts, program monitoring, to ensure adequate services for refugees across the State of South Dakota.

- Researched, wrote, implemented, reported and monitored grants, contracts and activities growing the program from $600,000 to $4 million.
- Facilitated an organizational change re-building a State-driven program into a privatized program including writing all manuals, re-doing staffing structure and staff lists and creating appropriate service forms and policies for client service delivery
- Collaborated to organize fundraising events, and community outreach which increased unrestricted funding, and in-kind support for the organization.
- Represented the agency with all media, including local, state and national
- Oversaw development and implementation of all strategic plans, ensuring all planning encompassed the outcomes and objectives established within the plan.
- Provided ongoing staff recruitment, training and development for staff to ensure high quality service, and maintenance of a skilled workforce.

- Acted as Director of the Refugee Program for LSS-ND during potential merger negotiations between the two offices. Acted as the liaison between the two offices while overseeing all programs and services of both offices; adding 25 staff and an annual budget of 1.3 million.
- Provided State-wide coordination of refugee programming across the State to ensure a Welcoming Community and adequate service delivery for refugees.

ADDITIONAL WORK EXPERIENCE

PROGRAM CONSULTANT – other IRC offices, and other Lutheran organizations
ADJUNCT INSTRUCTOR – Human Relations Class -University of Sioux Falls -Department of Education

EDUCATION

Bachelor of Arts: Social Work, Cum Laude - Minnesota State University

AWARDS

City of Phoenix – Global Citizen Award – 2017
YWCA Tribute to Women Award 2010
Outstanding Service Award – Lutheran Social Services of North Dakota

OTHER VOLUNTEER POSITIONS

Current Board Member of the Association of Refugee Service Professionals
Former Vice President of State Coordinators Office of Refugee Resettlement (SCORR)
Former Chair of the Regional Consultant Advisory Committee for Lutheran Immigration and Refugee Services (LIRS)
Past Secretary SCORR 2007-2009
Past Treasurer of SCORR 2001-2006

Reference List for Donna Magnuson

Tom Walsh
Retired Vice President of Programs, Lutheran Social Services of South Dakota
Alcester, SD
Phone: 605-366-0475
Walshtown45@gmail.com

Chris Debreceni
Deputy Director of Programs, International Rescue Committee, Inc.
Phoenix, AZ
Phone 480-332-8337
cdebreceni@cox.net

Terry Abeles
Freelance Consultant
Baltimore, MD
Phone: 410-302-9568
tabeles@verizon.net

LINDA J. DUBS-CERNY, LICSW, LISW

773 Road 13, Schuyler, Nebraska 68661, Phone (402) 641-3117
lindadubsie@gmail.com

Summary

Dedicated, high performing professional with 30 years experience working in health care, behavioral health and social service organizations. Demonstrated proficiency in staff training and supervision, program development, budget management and program management.

Highlights

- Behavioral health experience working with children, youth and families
- Nursing background and community health experience
- Managed Care Experience
- Experience in a variety of managerial and supervisory positions
- Advanced training in trauma, adoption, and working with families

EXPERIENCE

JUNE 2019 TO PRESENT

ASSISTANT VICE PRESIDENT OF CHILDRENS SERVICES, LUTHERAN FAMILY SERVICES

DIRECTS AND OVERSEES ALL ASPECTS OF CHILDREN SERVICES PROGRAMS INCLUDING GRANT AND CONTRACT MANAGEMENT, COMPLIANCE WITH REGULATIONS, AND CLINICAL QUALITY AND SERVICE DELIVERY. SUPERVISES MANAGERS AND SUPERVISORY STAFF.

FEBRUARY 2019 TO JUNE 2019

DIRECTOR OF CHILDRENS SERVICES, LUTHERAN FAMILY SERVICES

Directs and oversees all aspects of Children Services Programs including grant and contract management, compliance with regulations, and clinical quality and service delivery. Supervises managers and supervisory staff.

DECEMBER 2016 TO FEBRUARY 2019

DIRECTOR OF CHILDRENS BEHAVIORAL HEALTH SERVICES, LUTHERAN FAMILY SERVICES

Directs and oversees all aspects of Children Services Programs including grant and contract management, compliance with regulations, and clinical quality and service delivery. Supervises supervisors staff. Provides direct service as needed.

APRIL 2016 TO DECEMBER 2016

SUPERVISOR, RIGHT TURN POST ADOPTION PROGRAM, LUTHERAN FAMILY SERVICES

Supervised staff in daily activities. Ensured compliance to policies and procedures, including quality assurance measures. Managed access line calls by providing crisis response to families.

JUNE 2013 TO APRIL 2016

MANAGER, CARE MANAGEMENT SERVICES, INTENSIVE CARE MANAGEMENT TEAM,

MAGELLAN HEALTH SERVICES

Managed intensive care management team of nurses and social workers servicing adults with severe and persistent mental illness and children and adolescents with severe emotional disturbance.

DECEMBER 2009 TO JUNE 2013

CLINICAL DIRECTOR & RIGHT TURN TRAINING AND EDUCATION, NEBRASKA CHILDRENS HOME SOCIETY

Directed clinical services and developed, trained and coordinated clinical education to professional staff and the public. Provided supervision to clinical staff.

NOVEMBER 2002 TO SEPTEMBER 2010

BUSINESS OWNER, LICENSED CLINICAL THERAPIST, SOLUTIONS COUNSELING, PC

Provided therapeutic services to children and adults. Practice specialty in trauma, adoption, and family relationships. Provided supervision to provisionally licensed clinical staff. Also provided behavioral health services in the areas of nephrology social work, head start/early head start, and hospital emergency department.

MAY 2000 TO NOVEMBER 2002

THERAPIST, AREA COORDINATOR, PANHANDLE MENTAL HEALTH CENTER

Provided therapy to a mixed caseload of adults and children. Supervised students and provisionally licensed staff. Provided Nephrology Social Work services to area dialysis units. Coordinated local resource and served as a point of contact for community.

1995 TO 2000

WESTERN COMMUNITY HEALTH RESOURCES, MATERNAL CHILD DIRECTOR & EARLY INTERVENTION SERVICES COORDINATOR, NURSE

Directed services and provided nursing services and health education to parents and their families. Supervised community outreach activities and nursing and outreach staff. Researched and developed grant proposals for community and agency projects. Provided case management and in-home services for families with special needs children and their families.

1993 TO 1995

PREPARATION FOR ADULT LIVING, CEDARS YOUTH SERVICES

Coordinated panhandle wide independent living program and managed caseload of adolescent state ward youth. Assessed you independent living skills and developed case plan to work with foster parents, biological parents, case managers, and youth.

1991 TO 1993

OT/PT NURSE, EDUCATIONAL SERVICE UNIT

Conducted physical and occupational therapy session with children and youth in the home or school environment. Coordinated with school personnel, therapists, and parents.

1990 TO 1991

LICENSED PRACTICAL NURSE/HEALTH EDUCATOR, NORTHWEST COMMUNITY ACTION PROGRAM

Developed, implemented, and evaluated educational curriculum materials for Maternal Child Health, WIC and Family Planning programs Managed a caseload of children and families.

1987 TO 1990

HEALTH EDUCATOR, NEBRASKA DEPARTMENT OF HEALTH

Developed, implemented, evaluated, and presented health education materials and risk intervention programs statewide.

EDUCATION

MAY 2000

MSW, UNIVERSITY OF WYOMING, LARAMIE

Epsilon Delta Chapter, Phi Alpha Honor Society
GPA 3.83/4.0

DECEMBER 1995

BSW, CHADRON STATE COLLEGE

Presidents List, GPA 4.0/4.0

AUGUST 1988

BS, UNIVERSITY OF NEBRASKA, LINCOLN

Graduated with Distinction, GPA 3.81/4.0, Major 4.0/4.0

MARCH 1981

PRACTICAL NURSING, SOUTHEAST COMMUNITY COLLEGE

ACTIVITIES & CREDENTIALS

- Licensed Independent Mental Health Practitioner (Nebraska)
- Certified Master Social Worker (Nebraska)
- Licensed Independent Social Worker (Iowa)
- Post Graduate Training Certificate, Portland University – Therapy with Adoptive and Foster Families
- Master Trainer, Center for Adoption Support and Education (CASE), Adoption Competency for Mental Health Professionals
- National Mental Health Professional Disaster Provider, Red Cross
- Trainer, Midwest Regional Fetal Alcohol Syndrome Training Center, Nebraska Team (2007-2015)
- Appointed by Governor to Nebraska Coalition for Juvenile Justice, State Advisory Group (1997-2004)
- Deans List, University of Nebraska
- Epsilon Delta Chapter, Phi Alpha Honor Society
- National Presentations, Adoption & Trauma
- Lutheran Family Services, Recognition for Outstanding Service, 2017
- Panhandle Mental Health Center, Leaps & Bounds Award, Recognition for Outstanding Work Performance 2001
- Nebraska Health Department, Employee of the Year 1989
- State Presentations, Adoption, Fetal Alcohol Spectrum Disorder
- Publications, Non-peer reviewed – Topics: Trauma, Adoption and Permanency
- Numerous boards and community committees

References for Linda Dubs-Cerny

Tamara Gavin, LMHP, Previous Supervisor at Magellan Health Services

Email: Tamaragavin@gmail.com

Phone: 402-326-4931

Barbara Shannon, Colleague at Solutions Counseling, PC

Email: Barbara_shannon@hotmail.com

Phone: 970-800-1733

Cortney Schlueter, Supervisor, Right Turn Program

Email: cortneyschlu@gmail.com

Phone: 402-202-4502

ATTACHMENT M

Katherine Spoon
712-254-3898
409 West 14th St. Atlantic, IA 50022 **katherinemspoon@gmail.com**

CAREER OBJECTIVE

I'm seeking a career that utilizes my skill set, enriches my knowledge, and gives me a chance to be part of a team that contributes to the growth of the organization. This career should both challenge me to grow professionally and provide me with the satisfaction of knowing I'm making a difference.

PROFESSIONAL EXPERIENCE

Jackson Recovery Centers – Harlan, IA (satellite office) 2010-present
Therapist I

- Four years experience working in satellite office with both adolescent and adult clients. Shows high level of initiative, and works with minimal supervision.
- Maintains and follows all HIPPA guidelines to protect client information.
- Conducts substance abuse evaluations, and makes appropriate recommendations or referrals for treatment services.
- Conducts individual, family and group therapy sessions to facilitate both adult and adolescent clients' recovery from drug and alcohol addiction.
- Records observations of clients' behavior in order to chart their progress toward meeting treatment goals.
- Writes and periodically reviews individual treatment plans with client. Helps identify client problems, sets goals, and establishes steps for reaching those goals.
- Keeps consistent contact with community organizations and agencies to establish and maintain sources of referral for clients.
- Maintains contact with current referral sources and report client progress.
- Maintains contact with recently-discharged clients to monitor their progress in the community as well as offer continued care services.
- Attend client's court hearings, and family team meetings when requested by either the client or referral source.
- Testify at court hearing when requested.
- When appropriate and necessary file for court committal proceedings and provide testimony at the committal hearing.

Iowa Kids Net/Quaker Dale- New Providence, IA (Head office) 2012- present
PS-MAPP foster parent trainer

- Provides initial training to potential foster and adoptive families for the state of Iowa. Each training session is three hours a week for ten weeks.
- Maintains weekly documentation and reports progress of the potential foster and adoptive families to their initial licensing worker.
- Collects and reviews weekly assignments to assist the licensing workers with the home study process.

IowaKids Net/IDHS May2009-Present
Iowa Foster Parent
Responsibilities to the child

- Provide a safe and comfortable home.
- Provide for the child's basic physical and emotional needs.
- Provide for school attendance; monitor progress, note special needs and accomplishments.
- Attend to medical and dental needs.
- Cooperate with visitation plans.
- Maintain a record of the child's time in care: photos, report cards, etc.
- Keeps information confidential regarding the child and their family.
- Support reunification efforts with parents and or other relatives.
- Advocate for the best interest and needs of the child or children in the home.

Responsibilities to the agency

- Keep the agency informed of problems and progress.
- Participate in reviews and court hearings with regards to the child.
- Comply with the agency's training policy.

Responsibilities to the biological parents

- Help the child maintain an emotional bond and involvement with the parents and extended family members.
- Aid in facilitating parental involvement in important aspects of the child's life.

Uta Halee Juvenile Residential Treatment Center- Omaha, NE 2008-2009
Youth Care Worker

- Maintained client progress notes and assisted in developing goal-oriented service plans.
- Recorded daily observations of clients' behaviors in order to chart their progress towards meetings treatment goals.
- Provided client supervision and maintained appropriate documentation.
- Prepared and submitted documentation and reports within required timelines.
- Provided feedback and counseling to youth regarding social skills, behavior, and anger management.
- Ensured proper movement and supervision of youth.

EDUCATION

Bachelor of Arts in Criminal and Social Justice, Ashford University, Clinton IA

Other experiences/endorsement

- CADC
- Certified Prime for life instructor (DUI offenders)
- Certified PS-MAPP instructor (foster care)

- Licensed Iowa Foster parent

References for Katherine Spoon

Sarah Coniglio
Plattsmouth Elementary
1724 8th Ave.
Plattsmouth, NE 68048
(402) 296-4173

Erin Bader
Child Welfare Information Gateway
9300 Lee Highway
Fairfax, VA 22031
(402) 679-9590

Nicole Koebel
DHHS- Project Harmony
11949 Q St,
Omaha, NE 68137
(402) 595-1326

8905 SEWARD ST. • OMAHA, NE 68114
PHONE (402) 202-5788 • E-MAIL RNAAMB38@HOTMAIL.COM

RENEE AMBROSE

WORK HISTORY

August 2015 – present **Lutheran Family Services** **Omaha, Nebraska**

Permanency Services Supervisor

- Develop and implement LFS adoption, pregnancy counseling, permanency and post adoption programs, including maintaining and updating program manuals.
- Monitor program activities to quickly identify strengths and areas in need of improvement.
- Be familiar with state licensing and Council on Accreditation (COA) standards, ensuring organization program requirements are met.
- Hire, train, and supervise staff and volunteers in Nebraska, Iowa, and Kansas.
- Oversee the implementation and maintenance of databases for record keeping.
- Participate in strategic and program planning.
- Participate in Continuous Quality Improvement (CQI) activities.
- Participate in program budget completion and continuous budget monitoring.
- Develop and implement recruitment activities, including providing public speaking at churches, schools and other community organizations.
- Attend Nebraska Adoption Agencies Association (NAAA) meetings.
- Market the programs through identification of key contacts in the community and throughout the state and the development of positive working relationships with key persons/organizations.
- Collaborate with other community professionals.
- Integrate cultural considerations into service delivery.
- Supervise students in field practicums.
- Supervise staff for Mental Health and Social Work licensure.

August 2010 – August 2015 **Lutheran Family Services** **Omaha, Nebraska**

Pregnancy, Parenting, and Adoption Therapist

- Provide counseling services to pregnancy clients, parenting clients, and birth families
- Assist clients in locating and receiving needed resources
- Mediate between pregnancy clients and adoptive families
- Available to provide 24 hour support to counseling clients and families
- Conduct and complete adoptive homestudies and post adoption reports-domestic and international
- Prepare legal documents and take relinquishments for adoptions
- Provide pregnancy and adoption related education to schools, organizations, communities, and prospective adoptive parents
- Supervise students in field placement
- Actively promote the availability of pregnancy counseling services to pregnancy centers, OB/GYN clinics, hospitals, schools, and clergy
- Establish and maintain positive relationships with other agencies, organizations, churches, and schools in the community
- Attend Nebraska Adoption Agencies Association (NAAA) meetings
- Maintain client records in compliance with Nebraska adoption laws, agency policy, and appropriate licensure standards

May 2006 – August 2008 Lutheran Family Services Omaha, Nebraska
Foster Child Adoption Case Manager/Foster Child Adoption Specialist

- Provide case management services to foster children who are legally free for adoption
- Advocate for children with physical, emotional, and behavioral disorders to ensure their needs are met
- Facilitate trainings for adoptive parents
- Reinforce and support foster/adoptive parents' efforts to carry out the treatment plan and intervention strategies with the children in their care
- Assist families with the steps to finalize the adoption of a child in their care
- Prepare monthly reports, court reports, and adoptive child profiles
- Maintain files on each child in the Foster Child Adoption program including historical, clinical, identifying, and ongoing progress information
- Facilitate recruiting activities to find adoptive families for children legally free for adoption
- Locate biological family members for children awaiting a home

February 2004 – April 2006 Cedars Youth Services Lincoln, Nebraska
Youth Specialist III

- Individual work with clients
- Create and ensure a safe, supportive, culturally sensitive therapeutic environment
- Effective supervision of clients and behavior management
- Meet the day-to-day needs of the youth in care
- Document complete and accurate client information
- Provide crisis intervention to youth and families
- Facilitate skill-building groups
- Plan and implement program activities
- Provide leadership for and work in cooperation with a team of program staff
- Assign and oversee tasks for team members
- Train staff

May 2003 – August 2003 The Children's Center Detroit, Michigan
Adoption Specialist

- Achieve adoptions for children in the foster care system
- Assist with the recruitment of adoptive families
- Establish and maintain client contacts
- Maintain client caseload and case files
- Prepare children and families throughout the adoption process
- Complete all reports and necessary paperwork
- Assist with client services
- Attend all assigned court hearings

May 2001 – May 2003 The Children's Center Detroit, Michigan
Foster Care Case Manager

- Work closely with families whose children have been placed in foster care
- Establish and maintain client contacts
- Develop treatment plans
- Complete proper reports and paperwork
- Maintain case files
- Attend all assigned court hearings
- Supervise family visits
- Complete monthly home visits with children

EDUCATION

August 2008 – December 2010 University of Nebraska at Omaha Omaha, Nebraska
Master of Social Work

August 1996 - May 2000 Briar Cliff College Sioux City, Iowa
Bachelor of Arts in Psychology

PROFESSIONAL LICENSES

Mental Health Practitioner
License Number 4629

Master Social Worker
License Number 1599

PROFESSIONAL SKILLS AND EXPERIENCE

Trained as an Adoption Competent Therapist by C.A.S.E.
June 13, 2014

Circle of Security Parent Educator
May 23, 2014

Nebraska Adoption Agency Association (NAAA) held offices
President- 2018
Vice President 2016-2017
Secretary 2012-2014

References for Renee Ambrose

Renee Loffer
Nebraska Children's Home Society
4939 S. 118th St.
Omaha, NE 68137
(402)-451-0787

Sarah Coniglio
Plattsmouth Elementary
1724 8th Ave.
Plattsmouth, NE 68048
(402) 296-4173

Erin Bader
Child Welfare Information Gateway
9300 Lee Highway
Fairfax, VA 22031
(402) 679-9590

Lutheran Family Services
of Nebraska, Inc.
124 South 24th Street, Suite 230 • Omaha, NE 68102
(402) 342-7038 • Fax (402) 342-6408 • LFSneb.org

RFP Number 6126 Z1
Cost Proposal
Foster and Adoptive Parent Home Study Services

6126 Z1 Cost Proposal
Foster and Adoptive Parent Home Study Services

Firm Name: Lutheran Family Services, Inc.

In the tables below bidder must provide a rate per home study for each Service Area and each term. Rates provided must be inclusive of all expenses, including but not limited to: travel, personnel and administrative costs. Bidder can submit pricing for any or all Service Areas, but must be able to provide services for all counties within a Service Area. Refer to attachment "A" for location of counties.

Home Studies

Nebraska Service Areas:	Initial Term Year One	Initial Term Year Two
Eastern Service Area	$750.00	$750.00
Northern Service Area	$750.00	$750.00
Southeast Service Area	$750.00	$750.00
Central Service Area	$750.00	$750.00
Western Service Area	$750.00	$750.00

For the purposes of scoring, DHHS will estimate the number of studies provided in Section V.B. of the RFP.

Optional Home Studies Renewal Periods

Nebraska Service Areas:	Renewal One Year Three + 3%	Renewal Two Year Four	Renewal Three Year Five +3%	Renewal Four Year Six
Eastern Service Area	$772.50	$772.50	$796.00	$796.00
Northern Service Area	$772.50	$772.50	$796.00	$796.00
Southeast Service Area	$772.50	$772.50	$796.00	$796.00
Central Service Area	$772.50	$772.50	$796.00	$796.00
Western Service Area	$772.50	$772.50	$796.00	$796.00

Optional Foster Care Home Study to Renew License

In the tables below bidder must provide a rate per optional Renewal Foster Care home study for each Service Area and each term. Rates provided must be inclusive of all expenses, including but not limited to: travel, personnel and administrative costs. Bidder can submit pricing for any or all Service Areas, but must be able to provide services for all counties within a Service Area. Refer to attachment "A" for location of counties.

Nebraska Service Areas:	Initial Term Year One	Initial Term Year Two
Eastern Service Area	$380.00	$380.00
Northern Service Area	$380.00	$380.00
Southeast Service Area	$380.00	$380.00
Central Service Area	$380.00	$380.00
Western Service Area	$380.00	$380.00

Optional Renewal Periods for Foster Care Home Study to Renew License

Nebraska Service Areas:	Renewal One Year Three + 3%	Renewal Two Year Four	Renewal Three Year Five +3%	Renewal Four Year Six
Eastern Service Area	$391.00	$391.00	$403.00	$403.00
Northern Service Area	$391.00	$391.00	$403.00	$403.00
Southeast Service Area	$391.00	$391.00	$403.00	$403.00
Central Service Area	$391.00	$391.00	$403.00	$403.00
Western Service Area	$391.00	$391.00	$403.00	$403.00

ADDENDUM ONE Revision One, QUESTIONS and ANSWERS

Date: September 9, 2019

To: All Bidders

From: Annette Walton/Julie Schiltz, Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number RFP 6126 Z1 to be opened September 18, 2019, 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.	C. Project Requirements	25	The RFP states that the bidder must be an accredited agency and provide proof of accreditation with the proposal. **QUESTION:** Will it meet the RFP requirements if the bidder is in the process of getting accredited and shows proof from the accrediting agency?	No, the bidder must be accredited at the time of submitting the proposal.
2.	V. Project Description & Scope of Work B. Project Environment	Page 25	Is there any way to receive more information regarding what counties in the various service areas had the highest numbers of home study referrals? Having more information would assist in looking at staffing needs.	Data has not been kept to indicate the specific counties the Home Study was completed in. Data provided is per service area.
3.	V. Project Description & Scope of Work D. Scope of Work #10 ….Foster Care Home Study guidebook &	Page 27	Are providers required to use the current DHHS approved Foster Care Home Study Guidebook and Template, or is DHHS allowing providers to create their own Guidebook and Template?	DHHS is requesting that the providers who bid, submit a Foster Care Home Study Template and Guidebook they have drafted. DHHS reserves the right to make revisions to the final guidebooks and Home Study Templates which will be utilized statewide. There will be one template/guidebook utilized statewide for a Foster Care Home Study.

	Foster Care Home Study template….			
4.	V. Project Description & Scope of Work D. Scope of Work #11 …Adoption Home Study Guidebook & Adoption Home Study template…..	Page 27	Since there is not a DHHS Adoption Home Study Guidebook and template and there is currently a work group developing a Guidebook and template, is the expectation for providers responding to this RFP to create their own guidebook and template? Will the Providers work group continue to meet to create a DHHS guidebook for Adoption Home Studies, if each provider responding to this RFP creates and submits their own Guidebook?	DHHS is requesting that the providers who bid submit an Adoption Home Study Guidebook and an Adoption Home Study Template. DHHS reserves the right to make revisions to the final guidebooks and Home Study Templates which will be utilized statewide. The intent is that there will be one Adoption Home Study Guidebook, and one Adoption Home Study Template which will be consistently utilized statewide by all Child Placing Agencies who contract with the Division of Children and Family Services. The Provider Work Group will determine if they would like to continue to meet.
5.	V. Project Description & Scope of Work D. Scope of Work #13 …individual completing the Home Study for the Contractor must have at a minimum a bachelor's degree ……..		In the current Agency Supported Foster Care contracts with DHHS, staff who conduct home studies are required to have 3 references, who can speak to the person's ability to conduct and write home studies. Will this requirement continue with this new contract?	The individual completing the Home Study for the Contractor must comply with 395 NAC 3-001.03D and any future revisions to the regulation.
6.	V. Project Description & Scope of Work A. Project	Page 25	Is there an expectation that the TIPS-MAPP training be provided to the prospective resource/foster family, prior	No.

	Overview		to being referred for a home study?	
7.	V. Project Description & Scope of Work D. Scope of Work 4.c	Page 26	Does DHHS have a vision of who would be supporting the family once the home study is complete/family is licensed? If so, please explain.	The Home Studies that will be provided through this RFP are for homes that will be supported by DHHS.
8.	I (J)	4	Is there a separate cost proposal template?	Yes. The cost proposal template is located on the SPB website. http://das.nebraska.gov/materiel/purchasing/6126/6126.html
9.	V (D) (5) V (F) (1)	26 27	What is an acceptable reason to deny a referral? DHHS shall make the initial referral to the contractor with the lowest cost. If a referral is declined, DHHS will make a referral to the next contractor…What is an acceptable reason to decline a referral?	An acceptable reason to deny a referral is if the Contractor lacks the staff available to complete the Home Study in the required timeframes.
10.	V (G) (8)	27	Is this the cost proposal template? If so, on page 31 2.c. this section is a part of the technical proposal, but according to Section I (J) page 4, the cost proposal is to be in a separate section. Please clarify.	No. V.G.8 is asking for the methodology used to determine cost. The Cost Proposal is a separate document posted on the SPB website which requests the actual dollar amount.
11.	I (J)	4	What are the formatting requirements? Font, font size, margin, and page limit.	Section I.J. addresses how proposals should be submitted. There are no requirements for formatting, font, font size, margin, or page limits.
12.	A. Project Overview	25	Please clarify the "estimated number of optional foster care home studies to renew license". Assuming these are for renewals of licensed homes, how would DHHS decide to refer one or not, and could an agency get an optional home study referral for a home that another agency had completed the initial or previous renewal?	DHHS will look at factors prior to referring such as if there is a provider in that area that is able to complete the home study for the renewal and the cost. If available, DHHS may prefer to contact the provider that completed the original home study to complete the renewal.
13.	A. Project Overview	25	Please confirm the change of deadline from 30 to 45 days.	Yes, the deadline to complete a Home Study will be 45 days.
14.	A. Project Overview	25	It states "DHHS reserves the right to complete a	DHHS will look at factors such as if there is a provider that is

			home study internally. What is the decision making process or criteria to refer out vs. do internally?	able to complete the Home Study, cost, and if the family is requesting DHHS to complete the Home Study.
15.	D. Scope of Work #3	26	Who would the renewal home studies be for? Licensed kin supported by DHHS?	Renewal Home Studies are for licensed relative or kinship homes who are supported by DHHS.
16.	D. Scope of Work #5	26	What format will DHHS use to refer.	DHHS plans to utilize the green phone referral process through NFOCUS.
17.	D. Scope of Work #5	26	What information will a family receive from DHHS related to the contractor that will be contacting them to complete the home study and the timelines associated with the project requirements?	DHHS will communicate to the family which providers are available in the area to complete a home study and expected timeframe for completion.
18.	D. Scope of Work #7	26	States two home visits are required, the new proposed licensed regulations state one home visit is required, seeking clarification.	For this RFP, two home visits are required.
19.	D. Scope of Work #10 and #11	26	Please clarify what a “Foster Care Home Study Guidebook” and a “Adoption Home Study Guidebook” is and what it’s purpose is intended to be? A home study guide already exists, is the idea to continue use of this?	See responses to questions 3 and 4.
20.	D. Scope of Work #10 and #11	26	Regarding the template, is it being suggested that a provider can utilize a different template format then is already being utilized and approved by DHHS? Wouldn’t it be important to ensure consistency of document format if multiple providers will potential receive awards?	See responses to questions 3 and 4.
21.	D. Scope of Work #10 & #11	26	What is the timeframe for RD to submit proposed revisions back to contractor upon initial submission of completed home study?	Per section V.F.3, DHHS will define the time period that the Contractor will have to correct any defects identified by DHHS. The exact timeframe will be dependent upon the scope and severity of the revisions to be made.
22.	D. Scope of Work #11	26	Is the adoption home study guidebook and template done and available to providers?	Providers who bid on this RFP are to propose an Adoption Home Study Guidebook and Template.

23.	F. Department of Health and Human Services Deliverable Requirements #3	27	The notation of “if rejected deliverable requires more than 2 corrections” – is this referring to corrections to the actual home study, potentially posed by RD? It is not uncommon for several questions to go back and forth before a home study is approved. Please clarify this section.	Yes, this section refers to revisions to the completed Home Study. DHHS may reject the Home Study if defects are not corrected.

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

State of Nebraska State Purchasing Bureau or your agency
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES

RETURN TO:
Name: State Purchasing Bureau
Address:1526 K St. Ste. 130
City/State/Zip: Lincoln, NE 68508
Phone:402-471-6500

SOLICITATION NUMBER	RELEASE DATE
RFP 6126 Z1	August 6, 2019
OPENING DATE AND TIME	**PROCUREMENT CONTACT**
September 18, 2019 2:00 p.m. Central Time	Annette Walton / Julie Schiltz

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6126 Z1 for the purpose of selecting a qualified bidder to provide Foster and Adoptive Parent Home Study Services. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be two (2) years commencing upon execution of the contract by the State and the bidder (Parties). The contract includes the option to renew for four (4) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

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

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

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

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

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

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

TABLE OF CONTENTS

GLOSSARY OF TERMS

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

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

Adoption Home Study: Is a screening of the home and life of prospective adoptive parents prior to allowing an adoption to take place. An adoption Home Study is required to be completed for every adoption.

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

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

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

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

Amendment: A written correction or alteration to a document.

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

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

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

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

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

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

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

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

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

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

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

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

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

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

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

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

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

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

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

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

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

Contractor Performance Report: A report that documents good and bad performance. (See Contractor and Procurement Manual)

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

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

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

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

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

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

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

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

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

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

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

Foster Care Home Study: This is a screening of the home and life of prospective foster parents. Primary purpose is to ensure that each child is placed in a suitable home.

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

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

Invalid Proposal: A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

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

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

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

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

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

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

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

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

Payroll & Financial Center (PFC): The State of Nebraska's electronic procurement system of record.

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

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

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

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

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

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

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

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

Proposal: The offer submitted by a bidder in a response to a written solicitation.

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

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

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

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

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

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

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

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

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

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

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

Subcontractor: Individual or entity with whom the Contractor enters a contract to perform a portion of the work awarded to the Contractor.

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

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

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

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

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

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

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

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

Will: See Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ARO – After Receipt of Order

ACH – Automated Clearing House

BAFO – Best and Final Offer

CFS –Children and Family Services (Division of)

COI – Certificate of Insurance

DAS – Department of Administrative Services

DHHS – Department of Health and Human Services

F.O.B. – Free on Board

NIGP – National Institute for Governmental Purchasing

RFP – Request for Proposal

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified bidders who will be responsible for providing Foster and Adoptive Parent Home Study Services at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, and Proposal instructions may be found in Sections II through VI.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

Name:	Buyer(s) Annette Walton / Julie Schiltz
Agency:	State Purchasing Bureau
Address:	1526 K Street, Suite 130 Lincoln, NE 68508
Telephone:	402-471-6500
E-Mail:	as.materielpurchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. SCHEDULE OF EVENTS

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

ACTIVITY		DATE/TIME
1.	Release RFP	August 6, 2019
2.	Last day to submit written questions	August 20, 2019
3.	State responds to written questions through RFP “Addendum” and/or “Amendment” to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	September 4, 2019
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 18, 2019 2:00 PM Central Time
5.	Review for conformance to RFP requirements	September 19, 2019
6.	Evaluation period	September 19, 2019 Through October 3, 2019
7.	“Oral Interviews/Presentations and/or Demonstrations” (if required)	TBD
8.	Post “Intent to Award” to Internet at: http://das.nebraska.gov/materiel/purchasing.html	October 11, 2019
9.	Contract finalization period	October 11, 2019 Through November 12, 2019
10.	Contract award	November 13, 2019
11.	Contractor start date	November 15, 2019

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked “RFP Number 6126 Z1; Foster and Adoptive Parent Home Study Questions”. The POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

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

RFP Section Reference	RFP Page Number	Question

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

E. 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 proposed for the period. 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.

F. COST CLARIFICATION

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

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

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

H. ETHICS IN PUBLIC CONTRACTING

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

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

The Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Contractor shall have an affirmative duty to report any violations of this clause by the Contractor throughout the bidding process, and throughout the term of this contract for the awarded Contractor and their subcontractors.

I. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

J. SUBMISSION OF PROPOSALS

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

The State will not furnish packaging or sealing materials. It is the bidder's responsibility to ensure the solicitation is received 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. No late proposals will be accepted.

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.

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-conforming.

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

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

The Technical and Cost Proposals Template 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. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

K. PROPOSAL PREPARATION COSTS

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

L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;

5. Legal action; and
6. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

M. PROPOSAL CORRECTIONS

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

N. LATE PROPOSALS

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

O. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting bidder, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the Public Records Act, or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released. (See RFP signature page for further details) Bidders may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

P. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

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

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Adoptive and Foster Care Home Study Guidebooks and templates;
6. Copy of Nebraska Child Placing Agency License;
7. Copy of Accreditation;
8. Completed, Bidder Requirements; and
9. Completed State Cost Proposal Template.

Q. EVALUATION COMMITTEE

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

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

R. EVALUATION OF PROPOSALS

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

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

2. Bidder Requirements;
3. Adoptive and Foster Care Home Study Guidebooks and templates; and,
4. Cost Proposal.

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

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

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

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

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

Evaluation criteria will be released with the RFP.

S. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

T. BEST AND FINAL OFFER

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

U. REFERENCE AND CREDIT CHECKS

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

V. AWARD

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

1. Amend the RFP;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The RFP does not commit the State to award a contract. Once an intent to award decision has been determined, it will be posted to the Internet at:
http://das.nebraska.gov/materiel/purchasing.html

Grievance and protest procedures are available on the Internet at:
http://das.nebraska.gov/materiel/purchasing.html

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

W. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

X. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

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 RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

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

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

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

A. GENERAL

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

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

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

These documents constitute the entirety of the contract.

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

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

B. NOTIFICATION

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

Contractor and State shall identify the contract managers who shall serve as the points of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

C. BUYER REPRESENTATIVE

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

The State reserves the right to appoint a Buyer's Representative to manage [or assist the State Purchasing 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

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

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

F. CHANGE ORDERS

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

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

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

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

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

H. BREACH

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

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.

I. NON-WAIVER OF BREACH

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

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

J. SEVERABILITY

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

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.

K. INDEMNIFICATION

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

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. 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.

3. 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.

4. 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.

L. ATTORNEY'S FEES

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

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

M. ASSIGNMENT, SALE, OR MERGER

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

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

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

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

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

O. FORCE MAJEURE

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the 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.

P. CONFIDENTIALITY

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

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

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

Q. 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.

R. LONG-TERM CARE OMBUDSMAN (Statutory)
Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

S. SUSPENSION OF SERVICES

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

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

In the event of such suspension, the DHHS Chief Operating Officer/Contract Administrator or designee will issue a written Stop Work Order to the Contractor. The Stop Work Order will specify which activities are to be immediately suspended, the reason(s) for the suspension, and, if possible, the known duration period of the suspension.

Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the order during the period of suspension.

The DHHS Chief Operating Officer/Contract Administrator or designee may extend the duration of the suspension by issuing a modified Stop Work Order which states the new end date of the suspension and the reason for the extension.

The suspended activity may resume when (i) the suspension period identified in the Stop Work Order has ended or (ii) when the DHHS Chief Operating Officer/Contract Administrator or designee has issued a formal written notice cancelling the Stop Work Order or directing Contractor to resume partial services.

T. EARLY TERMINATION

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

The contract may be terminated as follows:

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

2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:

- **a.** if directed to do so by statute;
- **b.** Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- **c.** a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- **d.** fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- **e.** an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- **f.** a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- **g.** Contractor intentionally discloses confidential information;
- **h.** Contractor has or announces it will discontinue support of the deliverable; and,
- **i.** In the event funding is no longer available.

U. CONTRACT CLOSEOUT

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

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

1. Transfer all completed or partially completed deliverables to the State;

2. Transfer ownership and title to all completed or partially completed deliverables to the State;

3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;

4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;

5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;

6. Return or vacate any state owned real or personal property; and,

7. Return all data in a mutually acceptable format and manner.

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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 RFP 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 services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

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

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 contactors' 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)	$50,000 each occurrence
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
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	$1,000,000 per occurrence
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$100,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$2,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

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

3. EVIDENCE OF COVERAGE

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

Department of Health and Human Services
Attn: Permanency Administrator
301 Centennial Mall S. 3rd floor
Lincoln, NE 68509

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

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

4. DEVIATIONS

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

H. ANTITRUST

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

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

I. CONFLICT OF INTEREST

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

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

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

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

J. ADVERTISING

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

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

K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

L. DISASTER RECOVERY/BACK UP PLAN

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

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

M. DRUG POLICY

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

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

N. WARRANTY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. 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 RFP Response (Initial)	NOTES/COMMENTS:

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall include at a minimum family name, number of direct hours with family, number of indirect hours to complete the home study, home address where study was performed, date of initial referral, date of study completion, and number of visits to home. The terms and conditions included in the Contractor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

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

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

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

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. §73-

506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

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

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The contractor should provide the following information in response to this solicitation.

A. PROJECT OVERVIEW

The Home Study is a screening of the home and life of the prospective resource/foster family or adoptive parent. The Home Study writer gathers information from the individual(s) on whom they are writing the Home Study. This information may include but not be limited to family background, current family composition, self-awareness, family health, motivation to provide foster care, ability to meet the needs of the child(ren), informal supports, and employment. In Nebraska, a Home Study will be completed prior to a home becoming a licensed resource/foster family and an adoptive Home Study must be completed prior to an adoption being finalized. All background checks of household members must be completed, prior to licensing. There are times that the Department of Health and Human Services (DHHS), Division of Children and Family Services (CFS), may place a child with a relative, or a kinship placement prior to the home becoming licensed. Kinship placement is defined as someone who has a significant relationship with the child prior to the child being removed and becoming a state ward.

In an emergency situation, DHHS is able to place a child in a kinship or relative home after conducting background checks on the individuals in the household. A Home Study must be completed on the relative/kinship home within forty-five (45) days of placement of the child to ensure the home is safe and suitable for the child(ren) to remain there. The primary purpose of a Home Study is to ensure that each child is placed in a suitable, safe home environment, and the individuals are able to meet all of the needs of the child(ren). After placement occurs, the individuals must have FBI/State patrol checks completed, and a Home Study must be completed within forty-five (45) days of placement to verify if the home and the individuals are safe and suitable for the child(ren) to remain in that placement.

B. PROJECT ENVIRONMENT

Below are the estimated numbers of home studies completed in each of the five Service Areas in the past year by DHHS staff. Refer to Attachment A for a map of the Service Areas.

1. 240 in Western Service Area;
2. 102 in Central Service Area;
3. 105 in Southeastern Service Area;
4. 50 in Northern Service Area; and
5. 134 in the Eastern Service Area.

Estimated number of Optional Foster Care Home Studies to Renew License:
1. 30 in the Western Service Area;
2. 10 in Central Service Area;
3. 10 in Southeaster Service Area;
4. 5 in Northern Service Area; and,
5. 5 in Eastern Service area.

The number of home studies that will be contracted out may vary year to year. DHHS reserves the right to complete a Home Study internally.

C. PROJECT REQUIREMENTS

Non-compliance of the following will disqualify bidder:
1. The bidder must be a licensed child placing agency in the State of Nebraska and provide a copy with the proposal.
2. The bidder must be an accredited agency and provide proof of accreditation with the proposal.
3. The bidder must be able to provide service to all counties in each Service Area bid.

D. SCOPE OF WORK

1. A Home Study must be completed on every home that is providing foster care to a child. The Home Study must be completed prior to a home becoming licensed as a resource/foster family or within forty-five (45) days of a child being placed in that home if they are a relative or kinship placement.

2. An Adoptive Home Study must be completed prior to an individual(s) being approved to move forward with finalization of an adoption.

3. DHHS conducts a Renewal Foster Care Home Study on licensed Foster Care parents every two (2) years. DHHS may refer Renewal Foster Care Home Studies to the Contractor. Renewal Foster Care Home Studies is included as an optional service on the Cost Proposal.
4. The Contractor must provide a written Home Study on the family or individual(s) which are referred by the DHHS Resource Development Administrator, Supervisor or designee. A Home Study may be referred to the Contractor for the following situations:
   a. A family or individual(s) is being considered for placement of Nebraska State Wards;
   b. A family or individual(s) is being considered for placement of State Wards of another state through the Interstate Compact on the Placement of Children (ICPC);
   c. The individual(s) are becoming a licensed resource/foster parent who will be supported by DHHS; and
   d. The DHHS Foster Home is preparing to adopt a child from foster care and an adoption Home Study is needed.
5. The Contractor will respond to DHHS within one (1) business day of receiving the referral to confirm receipt and acceptance or denial of referral.
6. The Contractor will complete the Home Study within forty-five (45) calendar days of receiving the referral and submit to DHHS staff who made the referral. This timeframe applies for a Foster Care Home Study and an Adoption Home Study.
7. A minimum of two (2) in-home visits will be made and documented in the Home Study.
8. The final Home Study must include a clear recommendation to license or not license the individual(s) as foster parents.
9. The final Home Study cannot recommend the licensing of one person and not the other if they are married. Final Adoption Home Study must make a clear recommendation if the individual(s) are able to meet all of the needs of the child(ren) and make a lifelong commitment.
10. The Contractor will utilize a Foster Care Home Study guidebook and a Foster Care Home Study template which is approved by DHHS to utilize statewide. DHHS may request the Contractor to submit proposed revisions to the Foster Care Home Study guidebook and Foster Care Home Study template, which may be incorporated into said documents. DHHS reserves the right to make revisions to the final guidebook(s) and template(s) that will be utilized statewide for all Home Studies.
11. The Contractor will utilize an Adoption Home Study guidebook and an Adoption Home Study template which is approved by DHHS to utilize statewide. DHHS may request the Contractor to submit proposed revisions to the Adoption Home Study guidebook and Adoption Home Study template, which may be incorporated into said documents. DHHS reserves the right to make revisions to the final guidebook(s) and template(s) that will be utilized statewide for all Home Studies.
12. The Contractor must conduct background checks on any employees, interns, volunteers, or subcontractors, including any previous names used. The background checks must include, at a minimum: National Sex Offender Registry maintained by the Department of Justice, Nebraska Child Abuse and Neglect Central Register, Nebraska Adult Abuse and Neglect Central Registry, Nebraska State Patrol Criminal Background Check, Nebraska Department of Motor Vehicles Check for License Point Status. The Contractor agrees to perform out of state background checks on all newly hired employees, interns, volunteers and subcontractors who do not reside in Nebraska or have resided in Nebraska for less than two (2) years. The Contractor agrees to require employees, interns, volunteers, or subcontractors to immediately notify Contractor if the individual has been arrested or convicted of a crime during his or her time of employment. If a criminal history background check results in a record with convictions being identified, other than convictions of minor traffic violations, e.g. speed limit violations, or traffic signal laws, the bidder will notify the DHHS Contract Manager of the employee's name, job function and description of the record of conviction. A record is be defined as a Record of Arrest and Prosecution (RAP) sheet for individuals.
13. The individual completing the Home Study for the Contractor must have at a minimum a bachelor's degree in a human services related field; or a Bachelor's Degree in a related field with experience delivering foster care or adoption related services.

E. PERFORMANCE MEASURES AND REMEDIES

The following measure will be applied in this contract to ensure the Contractor provides effective outcomes:

1. The Contractor must be compliant with the timeframes defined in section V.D. at a rate of at least ninety percent (90%).
2. DHHS will measure these timeframes no more than quarterly.
3. If the Contractor fails to meet the measure defined in section V.E.1, DHHS may enforce the following remedies:
   a. First instance: The Contractor must submit a Corrective Action Plan for review and approval to DHHS within thirty (30) business days of the request. If DHHS requires revisions to the Corrective Action Plan, it will so notify the contractor within ten (10) business days.

b. Second instance: No new referrals will be made to the Contractor for a period of one (1) month. The Contractor must submit a revised Corrective Action Plan for review and approval to DHHS within thirty (30) business days of the request. DHHS will notify the contractor within ten (10) business days if the State requires revisions to the Corrective Action Plan.

F. DEPARTMENT OF HEALTH AND HUMAN SERVICES DELIVERABLE REQUIREMENTS

1. DHHS will pay Contractor upon approval of a Home Study based on the rates provided on the Cost Proposal. If there are multiple Contractors in a region where a Home Study is to be conducted, DHHS shall make the initial referral to the Contractor with the lowest cost. If a referral is declined, DHHS will make a referral to the Contractor with the next lowest cost, until all available Contractors in said region have been contacted.

2. DHHS must review all deliverables submitted by Contractor. DHHS must approve a deliverable submitted by Contractor to determine if it is of sufficient quality and meets the requirements in section V.D. DHHS will not disburse payment for a deliverable until the deliverable is approved.

3. DHHS will define the time period that the Contractor will have to correct the defects identified by DHHS and re-submit the rejected deliverable. Any corrections or improvements requested by DHHS are not changes in scope of this Agreement. If a rejected deliverable requires more than two (2) corrections, DHHS may permanently reject the deliverable and deny payment for the deliverable. Nothing in this section limits any other remedies available to DHHS under this Agreement or at law.

G. BIDDER REQUIREMENTS

<table>
<tr><td>1.</td><td>Describe the plan to recruit, train, and supervise staff who are knowledgeable about the unique needs of foster and adoptive children and families.</td></tr>
<tr><td></td><td>Bidder Response:</td></tr>
<tr><td>2.</td><td>Describe bidder’s approach to maintaining confidentiality of families and demonstrate the ability to ensure adequate data collection, management and reporting. Describe how bidder will comply with confidentiality requirements and collaboration with DHHS.</td></tr>
<tr><td></td><td>Bidder Response:</td></tr>
<tr><td>3.</td><td>Describe how bidder will meet the timeframes specified in sections V.D.</td></tr>
<tr><td></td><td>Bidder Response:</td></tr>
<tr><td>4.</td><td>Identify and describe the questions that will be asked of the family or individual during the Home Study process for foster care placement.</td></tr>
<tr><td></td><td>Bidder Response:</td></tr>
<tr><td>5.</td><td>Identify and describe the questions that will be asked of the family or individual during the adoption Home Study process.</td></tr>
<tr><td></td><td>Bidder Response:</td></tr>
<tr><td>6.</td><td>Identify how bidder will discuss the 7 Core Issues of Adoption with the family or individual when writing an Adoption Home Study: Loss, Rejection, Guilt and Shame, Grief, Identity, Intimacy, and Mastery/control.</td></tr>
<tr><td></td><td>Bidder Response:</td></tr>
<tr><td>7.</td><td>Describe how the home study will include information about the family or individual(s) criminal history including but not limited to all background checks as required per 395 NAC Chapter 3 http://www.sos.ne.gov/rules-and-regs/regsearch/Rules/Health_and_Human_Services_System/Title-395/Chapter-03.pdf .</td></tr>
<tr><td></td><td>Bidder Response:</td></tr>
<tr><td>8</td><td>For each Service Area, bidder should provide the methodology used to establish the “per home study” cost in the table below which includes but is not limited to personnel costs, travel expenses, and administrative costs.
<table><tr><td>Methodology used to determine base cost.</td><td>ESA</td><td>NSA</td><td>SESA</td><td>CSA</td><td>WSA</td></tr><tr><td>Itemized expense description</td><td>%</td><td>%</td><td>%</td><td>%</td><td>%</td></tr></table></td></tr>
</table>

	Add lines as needed.	%	%	%	%	%
	Add lines as needed.	%	%	%	%	%
	Total	100 %	100 %	100 %	100 %	100 %
	Bidder Response:					

H. **DELIVERABLES**

Please see Cost Proposal.

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

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

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

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

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:

- **a)** The time period of the project;
- **b)** The scheduled and actual completion dates;
- **c)** The Contractor's responsibilities;
- **d)** For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and,
- **e)** Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

ii. Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.

iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

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

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

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

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

j. SUBCONTRACTORS

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

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

If the contractor chooses to subcontract, all subcontractors must be submitted and approved by DHHS prior to completing a Home Study.

2. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

- **a.** Copy of license
- **b.** Copy of accreditation
- **c.** Bidder Requirements – section V.G;
- **d.** Draft Foster Care Home Study guidebook;
- **e.** Draft Adoption Home Study guidebook;
- **f.** Draft Foster Care Home Study template; and
- **g.** Draft Adoption Home Study template.

Form A
Bidder Contact Sheet
Request for Proposal Number 6126 Z1

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

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

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

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

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

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

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

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

6126 Z1 Cost Proposal
Foster and Adoptive Parent Home Study Services

Firm Name: ____

In the tables below bidder must provide a rate per home study for each Service Area and each term. Rates provided must be inclusive of all expenses, including but not limited to: travel, personnel and administrative costs. Bidder can submit pricing for any or all Service Areas, but must be able to provide services for all counties within a Service Area. Refer to attachment "A" for location of counties.

Home Studies

Nebraska Service Areas:	Initial Term Year One	Initial Term Year Two
Eastern Service Area	$	$
Northern Service Area	$	$
Southeast Service Area	$	$
Central Service Area	$	$
Western Service Area	$	$

For the purposes of scoring, DHHS will estimate the number of studies provided in Section V.B. of the RFP.

Optional Home Studies Renewal Periods

Nebraska Service Areas:	Renewal One Year Three	Renewal Two Year Four	Renewal Three Year Five	Renewal Four Year Six
Eastern Service Area	$	$	$	$
Northern Service Area	$	$	$	$
Southeast Service Area	$	$	$	$
Central Service Area	$	$	$	$
Western Service Area	$	$	$	$

Optional Foster Care Home Study to Renew License

In the tables below bidder must provide a rate per optional Renewal Foster Care home study for each Service Area and each term. Rates provided must be inclusive of all expenses, including but not limited to: travel, personnel and administrative costs. Bidder can submit pricing for any or all Service Areas, but must be able to provide services for all counties within a Service Area. Refer to attachment “A” for location of counties.

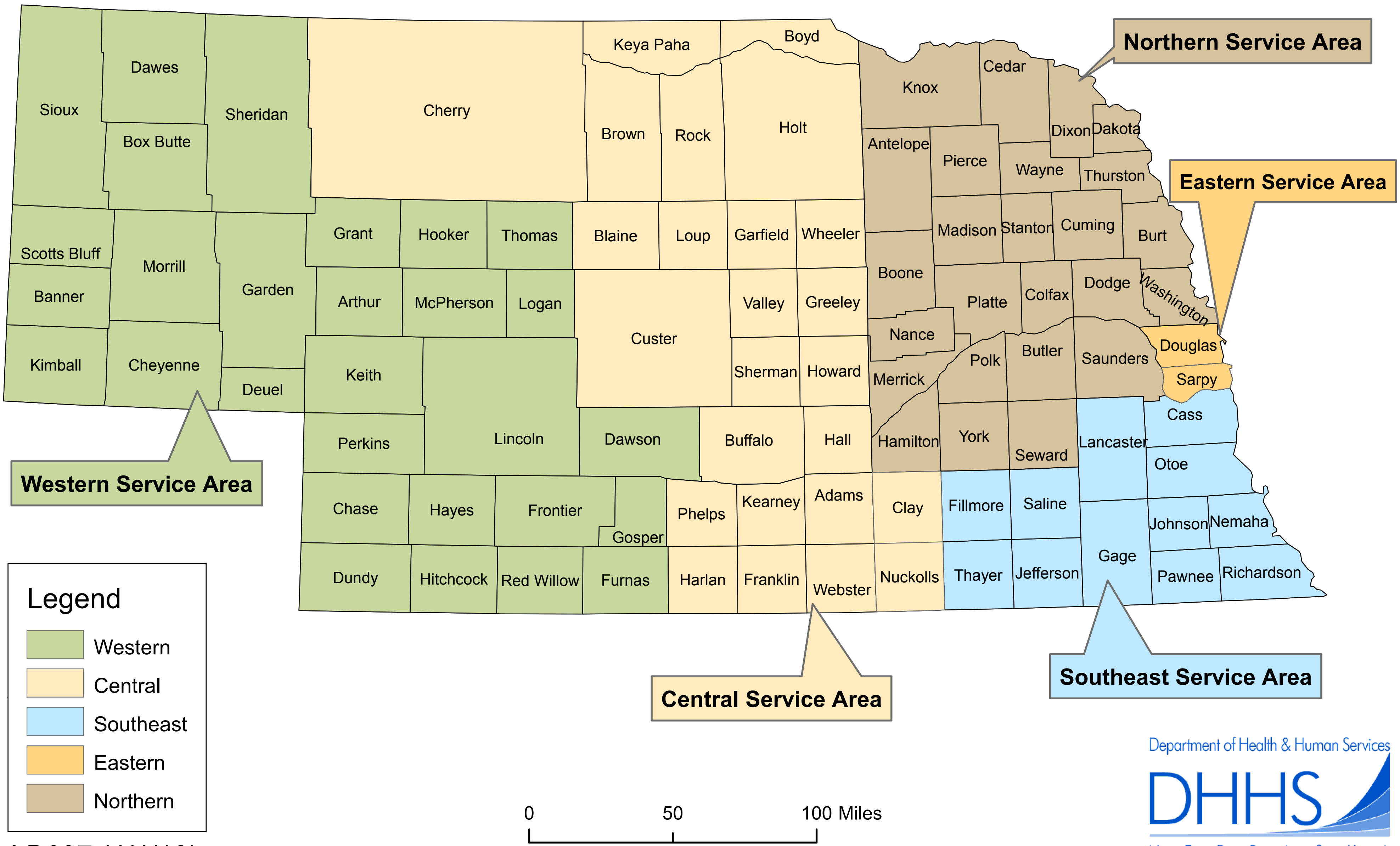
Nebraska Service Areas:	Initial Term Year One	Initial Term Year Two
Eastern Service Area	$	$
Northern Service Area	$	$
Southeast Service Area	$	$
Central Service Area	$	$
Western Service Area	$	$

Optional Renewal Periods for Foster Care Home Study to Renew License

Nebraska Service Areas:	Renewal One Year Three	Renewal Two Year Four	Renewal Three Year Five	Renewal Four Year Six
Eastern Service Area	$	$	$	$
Northern Service Area	$	$	$	$
Southeast Service Area	$	$	$	$
Central Service Area	$	$	$	$
Western Service Area	$	$	$	$

ATTACHMENT A

CFS Service Areas



LB697 (4/4/18)

Department of Health & Human Services
DHHS
NEBRASKA