

AB#  
512

72923-26  
59668-04

**AGREEMENT**

**BETWEEN THE**

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF CHILDREN AND FAMILY SERVICES  
AND**

**UNIVERSITY OF NEBRASKA  
CENTER ON CHILDREN FAMILIES AND THE LAW**

This agreement is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and the Board of Regents of the University of Nebraska on behalf of the University of Nebraska Center on Children Families and the Law, 3835 Holdrege Street, Lincoln, Nebraska 68583 (hereinafter "University").

PURPOSE. The purpose of this agreement is to provide an evaluation of the Nebraska Title IV-E Child Welfare Demonstration Project.

**I. TERM AND TERMINATION**

- A. TERM. This agreement is in effect from October 1, 2013 until December 31, 2019.
- B. TERMINATION. This agreement may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this contract in accord with the provisions designated "AVAILABILITY OF FUNDING" and "BREACH OF CONTRACT." In the event either party terminates this contract, the University shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this contract immediately.

**II. CONSIDERATION**

- A. TOTAL PAYMENT. DHHS agrees to pay the University a total amount not to exceed **\$2,699,760** for the services specified herein.
- B. PAYMENT STRUCTURE. The initial payment shall be made upon signing of this contract by both parties in the amount of **\$107,995**. Subsequent payments shall be made quarterly in accordance with the budget, Attachment 4. The payments will be made on or about January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup>, of the years 2014, 2015, 2016, 2017, 2018, and 2019.

DHHS shall make payment for costs, subject to the receipt and approval of quarterly Interstate Billing Transaction (IBT).

### **III. SCOPE OF SERVICES**

The University shall provide an evaluation plan, evaluation, work processes and deliverables as described in Attachment 2, Statement of Work and Attachment 3, Waiver Authority.

### **IV. DHHS RESPONSIBILITIES**

#### **A. DHHS shall be responsible for the following:**

1. DHHS will provide timely and accurate data to the University and will be responsible for data cleaning and data validity checking.
2. DHHS will also provide any technical assistance needed to help the University understand the individual data elements, their sources, collection frequency, and relative reliability.
3. DHHS will provide consultation on the use of DHHS data to construct propensity scores. DHHS will provide this consultation if requested by the University and provided it can be done in a manner that does not compromise the independence of the evaluation.
4. DHHS shall include the University in intervention planning and implementation for the purposes of designing and conducting a quality program evaluation.
5. DHHS will provide a comprehensive assessment of each enrolled child's safety to include each enrolled child's safety, health and well-being as well as any barriers the child's family faces in keeping the child safely at home.

### **V. GENERAL PROVISIONS**

#### **A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.**

All University books, records, and documents relating to work performed or monies received under this agreement shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. These records shall be maintained for a period of three (3) years; provided however, records that fall under the provisions of HIPAA shall be maintained for six (6) full years, from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles. In addition to, and in no way in limitation of any obligation in this agreement, the University shall agree that it will be held liable for audit exceptions, and shall return to DHHS all payments made under this agreement for which an exception has been taken or which has been disallowed because of such an exception. The University agrees to correct immediately any material weakness or condition reported to DHHS in the course of an audit. This provision shall survive termination of this agreement.

- B. AMENDMENT.** This contract may be modified only by written amendment, duly executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

- C. ASSIGNMENT. The University shall not assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this agreement.
- D. AVAILABILITY OF FUNDING. Due to possible future reductions in State and/or Federal appropriations, DHHS cannot guarantee the continued availability of funding for this agreement notwithstanding the consideration stated above. In the event funds to finance this agreement become unavailable either in full or in part due to such reductions in appropriations, DHHS may terminate the agreement or reduce the consideration upon notice in writing to the University. DHHS shall be the final authority as to the availability of funds. The effective date of such agreement termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Reductions shall not apply to payments made for services satisfactorily completed and all non-cancelable commitments incurred prior to the said effective date. In the event of a reduction in consideration, the University may terminate this agreement as of the effective date of the proposed reduction upon the provision of advance written notice to DHHS.
- E. BREACH OF CONTRACT.
1. Should the University breach this agreement, DHHS may, at its discretion, exercised in good faith, suspend performance under this agreement immediately upon written notice to the University. Should DHHS exercise its right to suspend performance as set forth herein, the University shall be afforded a reasonable opportunity, not to exceed 30 days, to cure or otherwise resolve the breach. If the University does not cure the breach within the timeframe specified by DHHS, DHHS may terminate the agreement immediately. In the event DHHS suspends performance or terminates this agreement, DHHS shall pay the University only for such performance as has been properly completed prior to notice of suspension or termination.
  2. In the event DHHS terminates this agreement, the University shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this agreement immediately. This provision shall not preclude the pursuit of other remedies for breach of contract allowed by law.
  3. The waiver by either party of a breach of this agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the party.
- F. CONFIDENTIALITY. The University agrees that any and all information gathered in the performance of this agreement, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS unless otherwise expressly required by law, provided, that contrary agreement provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this agreement.

G. CONFLICTS OF INTEREST. In the performance of this agreement, the University agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the University will notify DHHS of any such instances encountered in the course of its work that other arrangements can be made to complete the work. The University further agrees to abide by University of Nebraska Board of Regents Bylaws 3.4.5 and 3.8 and Board of Regents Policy 3.2.8 on Conflict of Interest.

H. COST PRINCIPLES AND AUDIT REQUIREMENTS. The University shall follow the applicable cost principles set forth in OMB Circular A-21 for Educational Institutions. Audit requirements are dependent on the total amount of federal funds expended by the University, set in the table below and Attachment 1, Audit Requirement Certification which is true and correct. Audits must be prepared and issued by an independent certified public accountant licensed to practice. A copy of the annual audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

Amount of annual federal expenditures	Audit Type
\$100,000 to 499,999	Financial Statement Audit
500,000 or more in federal expenditure	A-133 audit

I. DATA OWNERSHIP AND COPYRIGHT.

1. All data collected as a result of this project shall be the property of DHHS. The University may copyright any of the copyrightable material produced in conjunction with the performance required under this agreement. DHHS and the appropriate federal funding agency hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State or Federal Government purposes. The University will have the right to submit a written request for release of data of relevance to academic publications or other research conducted by the University, and DHHS will make a written response to such request. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this agreement.
2. DHHS agrees that all inventions or discoveries of any new and useful process, machine, manufacture or composition of matter, or any new and useful improvement thereof, produced by the University based upon said data shall be the property of the University.
3. When the services performed under this agreement are complete, or DHHS has made the information available to the public, the University will no longer be obligated to obtain DHHS authorization, pursuant to subsection 1 of this Data Ownership and Copyright provision, for use of the data developed in conjunction with this agreement. Notwithstanding the foregoing, the University may not release any data or information that has been identified by DHHS as being, or that the University is otherwise aware is, subject to provisions governing disclosure under federal or state law, including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) 42 U.S.C. §§ 201 et seq.;

and NEB. REV. STAT. § 84-712.05 unless the University has prior written authorization from DHHS. This provision shall survive termination of this agreement.

- J. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The University certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- K. DOCUMENTS INCORPORATED BY REFERENCE. All references in this agreement to laws, rules, regulations, guidelines, directives, policies, and attachments which set forth standards and procedures to be followed by the University in discharging its obligations under this agreement shall be deemed incorporated by reference and made a part of this agreement with the same force and effect as if set forth in full text, herein.
- L. DRUG-FREE WORKPLACE. The University hereby assures DHHS that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to DHHS on request.
- M. FEDERAL FINANCIAL ASSISTANCE. The University agrees that its performance under this agreement will comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. The University further agrees that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.
- N. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this agreement due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this agreement which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a "Force Majeure Event" and will not suspend performance requirements under this agreement.
- O. HOLD HARMLESS. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- P. INDEPENDENT AGENCIES. The University and DHHS are separate State agencies within the State of Nebraska. As an independent agency, the University shall employ and direct such personnel as it requires to perform its obligations under this agreement, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this agreement.

Q. INTEGRATION. This written agreement represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this agreement.

R. LOBBYING.

1. If the University receives federal funds through DHHS, for full or partial payment under this agreement, then no federal appropriated funds will be paid, by or on behalf of the University, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement or (a) the awarding of any federal agreement; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the University shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

S. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The University agrees to ensure compliance with current Nebraska Access Technology Standards. The intent is to ensure that all newly procured information technology equipment; software and services can accommodate individuals with disabilities. Information technology products, systems, and services including data, voice, and video technologies, as well as information dissemination methods will comply with the Nebraska Technology Access Standards. A complete listing of these standards can be found at <http://www.nitc.ne.gov/standards/accessibility/tacfinal.html>.

T. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The University shall use a federal immigration verification system to determine the work eligibility status of new 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 a newly hired employee.

If the University subcontracts to an individual or sole proprietorship, the following applies:

1. The University or the subcontractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).

2. If an individual indicates on such attestation form that he or she is a qualified alien, the University and subcontractor agree to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  3. The University and subcontractor understands and agrees that lawful presence in the United States is required and the University and the subcontractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.
- U. NON-DISCRIMINATION. The parties agree to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The parties agree that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the party. The University further agrees to insert similar provisions in all sub-contracts for services allowed under this agreement under any program or activity.
- V. PROMPT PAYMENT. Payment will be made in conjunction with the Prompt Payment Act of the State of Nebraska. DHHS may request that payment be made electronically instead of by State warrant.
- W. SEVERABILITY. If any term or condition of this 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 this contract did not contain the particular provision held to be invalid.
- X. SUBCONTRACTORS. The University agrees that subcontractors will not be utilized in the performance of this agreement unless the University has obtained prior written authorization for the use of subcontractors from DHHS. If the University subcontracts a portion of the work involved in this agreement and has obtained approval for such subcontracting, it shall ensure that the subcontractor complies with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this agreement

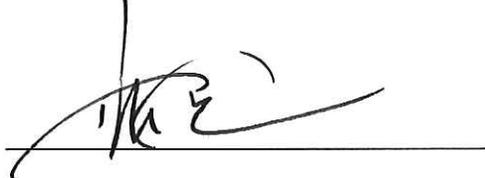
NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses:

FOR DHHS:  
Alyson Goedken  
DHHS  
P.O. Box 95026  
Lincoln NE 68509

FOR THE UNIVERSITY:  
Jeanne M. Wicks, Director  
Office of Sponsored Programs  
Whittier Room 151J, PO Box 830861  
Lincoln, NE 68583-0861

**IN WITNESS THEREOF**, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

FOR DHHS:



Thomas D. Pristow  
Director  
Division of Children and Family Services  
Department of Health and Human Services

DATE: March 11, 2014



Kerry T. Winterer  
Chief Executive Officer  
Department of Health and Human Services

DATE: 3/11/2014

FOR THE BOARD OF REGENTS  
UNIVERSITY OF NEBRASKA:



Christine A. Jackson  
Vice Chancellor for Business and  
Finance  
University of Nebraska

DATE: 3/5/14

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**INSERT PROGRAM NAME**  
**AUDIT REQUIREMENT CERTIFICATION**

*Sub recipients and certain contractors receiving funds from the Nebraska Department of Health and Human Services are required to complete this document. Reference to the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, in this document is "Circular A-133".*

**Grant Name** \_\_\_\_\_ **Grant #** \_\_\_\_\_ **CFDA\* #** \_\_\_\_\_

Program Name, Grant #, and CFDA # need to be filled out by the DHHS program office

\*(Catalog of Federal Domestic Assistance)

**Contractor's Name** University of Nebraska-Lincoln

**Address:** Whittier Room 151J, PO Box 830861

**City:** Lincoln **State:** NE **Zip Code:** 68583-0861

**Federal Tax Identification Number (FTIN)** \_\_\_\_\_

**Contractor's Fiscal Year** July 1, 2013 to June 30, 2014

All written communications from the Certified Public Accountant (CPA) engaged under #1 or #2 below, given to the contractor related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance* and any additional reports issued by the auditor as a result of this engagement must be provided to the DHHS immediately upon receipt, unless the Sub recipient or contractor has directed the CPA to provide the copy directly to the DHHS and has verified this has occurred.

Check either 1 or 2

1. \_\_\_ As the sub recipient or contractor named above, we expect to expend less than \$500,000 from all Federal Financial Assistance sources, not just the grant named above, and including commodities in our current fiscal year. Therefore, we are not subject to the audit requirements of Circular A-133.

We are, however, responsible for engaging a licensed Certified Public Accountant (CPA) to conduct an audit of our organization's financial statements if we have total federal expenditures over \$100,000. We acknowledge the audit must be completed no later than nine months after the end of our organization's current fiscal year. A copy of the report must be submitted to DHHS address as shown below within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

2.  As the sub recipient or contractor named above, we expect to expend \$500,000 or more from all Federal Financial Assistance sources, not just the grant named above, and

including commodities in our current fiscal year. Therefore, we are subject to the single audit requirements of Circular A-133.

We will engage a licensed Certified Public Accountant to conduct and prepare the audit of our organization's financial statements and components of the single audit pertaining to those financial statements. We acknowledge the audit must be completed no later than nine months after the end of our current fiscal year.

We further acknowledge, that a single audit performed in accordance with Circular A-133 must be submitted to the Federal Audit Clearinghouse. The reporting package, as evidence the audit was completed must contain:

- financial statements,
- a schedule of Expenditure of Federal Awards,
- a Summary Schedule of Prior Audit Findings (if applicable),
- a corrective action plan (if applicable) and
- the auditor's report(s) which includes an opinion upon financial statements and Schedule of Expenditures of Federal Awards, a report of internal control, a report of compliance and a Schedule of Findings and Questioned Costs.

We further acknowledge the auditor and this contractor or sub recipient must complete and submit with the reporting package a *Data Collection Form for Reporting on Audits of States, Local Governments and Non-Profit Organizations* (SF-SAC).

We further acknowledge a copy of the contractor's financial statements, auditor's report and SF-SAC must be submitted, at the time these documents are submitted to the Federal Audit Clearinghouse, to:

Nebraska Department of Health and Human Services  
Financial Services  
Grants and Cost Management  
P.O. Box 95026  
Lincoln, NE 68509-5026

The foregoing submissions must be made within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

The Contractor's latest A-133 Audit and financial report are now available for your use at: <http://nebraska.edu/administration/business-and-finance/accounting-and-finance.html>

## Statement of Work

### 1. Intent of Services

- a. The Contractor shall conduct an evaluation of Nebraska's implementation of a differential response pathway called the Alternative Response (AR), and Results Based Accountability (RBA) as interventions in the federally approved Title IV-E Waiver Demonstration Project.
- b. The Contractor shall meet all Federal and Title IV-E Waiver requirements applicable to the evaluation of AR and RBA as the IV-E Waiver Demonstration Project and shall ensure that the evaluation meets the requirements of the Demonstration Project Terms and Conditions issued for the project, approved on September 30, 2013. A copy of the Terms and Conditions are attached as Attachment 3.
- c. The Contractor agrees to cooperate with DHHS in the development of any desired outcomes, performance measures, and reporting requirements necessary for implementation of AR or RBA.

### 2. Project Tasks and Deliverables

- a. The Contractor will develop a comprehensive logic model that is multi-level including activities, outputs, and outcomes that integrates the RBA (systems level) and AR (client level) components of the demonstration project.
- b. The Contractor's evaluation plan will identify and reflect the lessons learned from previous AR evaluations conducted and how this evaluation will contribute to existing research for AR.
- c. The Contractor will identify and have approved by DHHS and the Children's Bureau (CB) all program outputs, outcomes, fidelity measures, readiness assessments, data sources, data collection procedures and data analysis strategies.
- d. The Contractor will develop and have approved by DHHS detailed data collection protocols and identify training needs regarding the collection of data.
- e. The Contractor will determine data sources and data collection procedures for each and all variables.
- f. The Contractor shall obtain Institutional Review Board approvals for the University of Nebraska-Lincoln and DHHS.
- g. The Contractor shall execute an Administrative Data Sharing Agreement.
- h. The evaluation plan should include a logic model; description of the evaluation design; output measures, fidelity assessment, implementation science, data sources / collection procedures, and data analysis for the process evaluation; outcome measures, data sources/ collection procedures, and data analysis for the outcome evaluation; methodology, data sources / collection procedures and data analysis for the cost study; quality control and human subjects protection procedures; and the evaluation team.
- i. The Contractor will provide semiannual reports for inclusion in the State reports per federal requirements.
- j. The Contractor will provide an Interim evaluation report 30 days after the conclusion of the 10<sup>th</sup> quarter following the implementation date and Final

Evaluation Report 5 months after the project ends to be reviewed by DHHS prior to submission to the Children's Bureau.

- k. The Contractor shall produce a public use dataset and documentation per federal requirements.
- l. The Contractor shall attend annual meetings of Child Welfare IV-E Waiver Demonstration projects.
- m. The Contractor shall maintain contact with the State IV-E Evaluation Contract Liaison.
- n. The Contractor shall participate in DHHS IV-E Waiver Advisory Committee and attend meetings as requested.

### 3. Overview of Process of Evaluation

- a. The Contractor shall conduct a formative evaluation that will include a rigorous, detailed description of the actual services provided to AR and random assignment to children and families. Specific services within each of the AR pathway domains of evidence-based practices (EBPs), concrete support services (e.g., housing vouchers and supports), out-of-home care, and other traditional child welfare services will be summarized statewide and at the office level for AR and investigative child and family sub-groups.
- b. The Contractor will work with the CB, DHHS and key multi-stakeholder groups at every stage of the evaluation to ensure evaluation transparency.
- c. As the selected Title IV-E Waiver Evaluator, the Contractor shall review data related to Nebraska's Title IV-E Demonstration Project in a manner that meets federal requirements.
- d. The Contractor shall independently verify the quality and completeness of data, provide input as to which data collection timelines would be most useful for the waiver demonstration evaluation, and integrate data from state databases with primary data to inform periodic analyses that provide valuable input to CB and system stakeholders on what is working and what is not.
- e. The Contractor shall:
  - 1) Develop evaluation credibility through a partnership with family leaders by establishing a family advisory committee who has experience in the child welfare system.
  - 2) Partner with the family advisory committee in developing a family-driven survey process over the course of the first four years of AR implementation.
- f. The survey process conducted by the Contractor will ensure that the questions asked of families are the ones that are most likely to produce data that CB and child welfare offices can use to enhance their capacities to fully engage families as partners in the service delivery process.
- g. The Contractor shall be responsible for all analyses and reporting for this project to DHHS.

### 4. Evaluation Requirements of the Federal Terms And Conditions

The Contractor shall provide the following services and activities to meet the evaluation requirements of the Demonstration Project Terms and Conditions.

- a. Alternative Response: The Contractor shall conduct an evaluation with the design of random case assignment; provide consultation and technical assistance to DHHS that ensures that all aspects of the randomized design are met, as listed in the requirements in Attachment 3.

- b. Results Based Accountability: The Contractor shall conduct a longitudinal research based evaluation for the RBA intervention. The Contractor will provide a report to DHHS that will track and analyze changes in key child welfare outcomes at regular time intervals (quarterly, semiannually, and annually) statewide as well as by county and by individual contracted service provider. Data will be analyzed by service and case type and will be used to compare differences in performance across contracted service providers over time.

5. Process Evaluation

- a. The Evaluator shall include in the process evaluation both interim and final process analyses that describe how the demonstration was implemented and that identify how demonstration services differ from services available prior to implementation of the demonstration, or from services available to children and families that are not designated to receive demonstration services.
- b. The Evaluator shall develop a process evaluation plan for review and approval, with input from ACYF, and conduct the full process evaluation for this waiver demonstration.
- c. The Evaluator will also be required to develop detailed logic models that describe the demonstration projects in a detailed analysis of services and the measurable outcomes described above.
- d. The process analysis shall be a part of the comprehensive evaluation plan with a logic model that reflects the entire waiver project that describes the demonstration's objectives, the services or other interventions provided, and the way the intervention is linked to measurable outcomes. In addition, the process analysis will examine, at a minimum, the following:
  - 1) The planning process for the demonstration including whether any formal needs assessment, asset mapping, or assessment of community readiness was conducted;
  - 2) The organizational aspects of the demonstration(e.g., staff structure, funding committed, administrative structures, and project implementation), including ongoing monitoring, oversight, and problem resolution at various organization levels;
  - 3) The number and type of staff involved in implementation, including the training they received, as well as their experience, education and characteristics;
  - 4) The service delivery system, including procedures for determining eligibility, referring subjects for services, the array of services available, the number of children/families served, and the type, timeliness, frequency, and duration of services provided;
  - 5) Contextual factors, such as the social, economic and political forces that may have a bearing on the replicability of the intervention or influence the implementation or effectiveness of the demonstration. This discussion will note any possible confounding effects of changes in these systems, or changes resulting from other demonstrations or reforms that were implemented during the title IV-E waiver demonstration;
  - 6) The barriers encountered during implementation related to the interventions and any services being implemented, the steps taken to address these barriers, and any lessons learned during implementation.

- e. For each of the factors described above, the Contractor shall ensure that the process analysis will note any differences, as appropriate for the State's evaluation design, in implementation before and after the start of the demonstration, among participating counties or other administrative units, or between the experimental and control/comparison groups.
- f. The Contractor will rely on DHHS administrative data, as much as possible, for the core of the process evaluation, primarily through specific service utilization data.
- g. DHHS will implement clear, intervention-specific service codes for AR and its associated interventions, and modify DHHS' administrative data system where possible to improve the accuracy and specificity of data entry by the field.
- h. Changes in service utilization data are also expected to provide an accurate measure of the rate of implementation of the AR interventions and thus an aid to the outcome evaluation.
- i. The Evaluator may wish to use DHHS internally-developed early warning indicators through the department's rigorous CQI system and measures of progress that are available to further inform the evaluation.

## 6. Outcome Evaluation

- a. The Contractor shall conduct an outcome evaluation which will be used to measure the program's results, or outcomes in a way that determines where the program produced changes in child, family, and system-level outcomes that the program intended to achieve. This will include a rigorous, detailed description of the actual services provided to AR and random assignment to children and families. Specific services within each of the AR pathway domains of evidence-based practices (EBPs), concrete support services (e.g., housing vouchers and supports), out-of-home care, and other traditional child welfare services will be summarized statewide and at the office level for AR and investigative child and family sub-groups.
- b. The outcome evaluation must address, at a minimum, differences between the experimental and control groups in the following outcomes:
  - 1) The number and proportion of repeat maltreatment allegations (reports) within a specified period of time following initial intake;
  - 2) The number and proportion of substantiated maltreatment allegations within a specified period of time following initial intake;
  - 3) The number and proportion of families with any child entering out-of-home care within a specified period of time following initial intake;
  - 4) Changes in child and family well-being in the domains of behavioral and emotional functioning, social functioning, cognitive and academic functioning, and physical health and development.
- c. More generally, outcome measures at the case level, will be employed for this waiver evaluation:
  - 1) Traditional Measures of Child Welfare Outcomes
    - a) Expected improvements in indicators of repeat referrals (screened-in intakes), substantiated maltreatment, repeat maltreatment (substantiated referrals), and rate of placement.
    - b) All measures should be based on entry cohorts, and distinguish families reported to CPS for the first time (inception cases) from those with a prior history with CPS.

- c) CB routinely tracks and reports trends in racial disparities in these measures, using disparity indices for defined single and multiracial groups. A critical component of the evaluation will be the assessment of any changes in racial disparities in outcomes that may occur as a result of AR and the waiver.
  - d) The external evaluator will be expected to provide racial disparity measures that can be directly compared to DHHS' existing racial indices and groups. Definitions of these groups and indices, earlier trend data, and how the data are collected and stored will be supplied to the evaluator.
- 2) Direct Assessments of Families and Children
- a) The Evaluator will assess the well-being of families over time as a result of participation in AR and other family support activities. For this purpose, some additional data in these domains will be gathered in the course of conducting AR casework on each child and family.
  - b) DHHS has stressed administrative data capacity in Nebraska, but these data have limitations. Administrative data may not be sensitive to all aspects of clinical status and well-being of a child or family.
    - i. The Contractor shall use the administrative data indicators of health status and child development in health care encounter data, education data, data on mental health and substance abuse treatment needs of parents and children; more direct assessments of cognitive, emotional, and social functioning of children and families will strengthen the overall evaluation design.
    - ii. The Evaluator will organize data with particular emphasis on reliability and validity.

## 7. System-Wide Evaluation

- a. In addition to these "treatment vs. control" comparisons for AR and the longitudinal study for RBA, the Contractor shall provide an annual evaluation report using the data and analysis DHHS does as part of the state's rigorous CQI system to provide an overview of system performance as it relates to waiver the interventions.
  - 1) While this system-wide evaluation is not specifically required by the federal Terms and Conditions for the demonstration project, the introduction of AR and RBA represents a significant shift in the service delivery model for child welfare services in Nebraska.
  - 2) It is expected that earlier interventions with evidence-based and promising practices will result in improvements in overall system performance over time by reducing out-of-home placements, preventing abuse or neglect from occurring and increasing child and family well-being.
  - 3) Another critical component of the system-wide evaluation will be the description of any changes in racial disparities as a result of the waiver. DHHS is hypothesizing that AR and its associated interventions will result in global improvement in the outcome indicators listed above, and reduce racial disparities in those outcomes.
  - 4) Data will be used for implementation monitoring throughout the demonstration period. The data used will be monitored through Nebraska's SACWIS System and reported to the CB by DHHS.

- 5) The contractor may request additional data and reports from DHHS to complete this report.
- b. A comprehensive set of performance measures and reports from state service records will be generated by DHHS and shared with the Contractor and reviewed regularly with the implementation oversight group and other key stakeholder groups. Measures will be reviewed in the context of how Nebraska is performing compared to targets set and prior time periods with respect to:
  - 1) How closely AR implementation follows the implementation plan in terms of worker awareness, adherence to referral criteria, actual availability of the key AR family support services, and other dimensions
  - 2) Changes made to the original proposed implementation plan.
  - 3) Factors that led to the changes in the original plan.
  - 4) Predicted effects the changes will have on the planned system of care changes and performance assessment (this information can be extracted from the process evaluation).
- c. To develop a system performance measurement feedback loop, Nebraska will use the rigorous CQI System to review each measure for quality, sensitivity to change, and accuracy. This will involve reviewing operational definitions, measure components, and preliminary versions of each of the measures individually.
- d. The DHHS data workgroup will meet monthly at the onset of the waiver, and then may move to quarterly meetings.
- e. Data and results as described above that are relevant to performance monitoring will be presented quarterly by the DHHS data workgroup to the DHHS Executive Leadership Team and regional leaders in a format that focuses on accomplishments and gaps in performance relevant to the system improvement priorities. The Evaluator will consult with the DHHS data workgroup on their quarterly reports and provide input on observed trends based upon data collected in the course of this project.

## 8. Cost Study

- a. The Contractor shall conduct a cost analysis that will at a minimum examine the costs of the key elements of services received by children and families designed to received demonstrations services and will compare these costs with those services available prior the start of the demonstration or that were received by the children and families that were not designated to received demonstration services. The cost analyses will examination of the use of key funding sources, including all relevant Federal sources.
- b. The contractor shall conduct and provide DHHS with a cost study focused on the costs of the key elements of the services received by children and families through the demonstration interventions as defined in 3.4 of Attachment 3.

## TITLE IV-E CHILD WELFARE WAIVER DEMONSTRATIONS

### Suggested Evaluation Plan Outline

The Evaluation Plan is a key deliverable described in Sections 3.5 and 5.6 of the Terms and Conditions for each waiver demonstration. The following is a proposed outline of the types of content that should be addressed in the plan, including a description of the process, outcome, and cost components for the evaluation.

#### I. Introduction

- A. Briefly describe the overall purpose of the child welfare demonstration project, its components and associated interventions, target population(s), and how the evaluation will contribute to understanding whether and how the demonstration accomplished its goals.
- B. Identify the specific research questions or hypotheses that the evaluation will address.

#### II. Evaluation Design

- A. **Logic model:** Present a detailed logic model that illustrates the conceptual linkages between core demonstration components and associated interventions; expected outputs; and short-term, intermediate, and distal outcomes. The logic model should clearly articulate how specific activities or services are expected to produce or influence their associated outcomes.<sup>1</sup>
- B. **Research Methodology:** Describe the overarching research methodology that will guide the evaluation effort. Explain the rationale for the methodology selected and describe any other methodologies that were considered and why they were ruled out. Discuss procedures for minimizing design contamination (i.e., ensuring that comparison group/sites are not exposed to demonstration services or activities). Depending on the methodology used, provide the following technical details:
  - a. Randomized Controlled Trial (RCT): Describe procedures for randomly assigning cases to experimental and control groups, including the decision points for assigning cases and the person(s) responsible for the assignment process. Discuss procedures for ensuring the integrity of the assignment process.
  - b. Propensity Score Matching (PSM) or Other Case Matching Methodologies: Describe the criteria on which cases will be matched and procedures for selecting a matched sample.

---

<sup>1</sup>For more information on logic models please see JBA's publication titled *Evaluation Resource Guide for Children's Bureau Discretionary Grantees* (October 2011), available online at [www.jbassoc.com](http://www.jbassoc.com).

c. Longitudinal/Historical Analysis:

- Identify the specific time periods or intervals that will provide the basis for comparisons over time.
- Identify the time periods/intervals prior to waiver implementation that will be used to establish a historical baseline.
- If appropriate, identify the specific cohorts of cases that will be tracked over time. Include information on the composition of the cohorts (families or individual children) and the timeframe/point of reference used to develop them (e.g., all children entering out-of-home placement between Year A and Year B).

d. Comparison Group/Comparison Site: Describe the criteria for selecting comparison groups/sites; explain how these criteria demonstrate the comparability of the comparison groups/sites with the experimental group.

**C. Target Population(s)/Sampling Plan:**

- Describe the target population(s) and the estimated number of children/families/caregivers/caseworkers/supervisors/etc. that will receive interventions/services both initially and during the course of the demonstration. Indicate whether the population to be served will include existing/active child welfare cases or if it will be limited to new child welfare cases.
- *For designs involving random assignment or case matching:* Specify the expected sample size for the demonstration (experimental) group and the comparison/control group. Discuss procedures/methods for determining an appropriate sample size, for drawing the sample, and for minimizing sampling bias. If sample selection will continue throughout the duration of demonstration, specify the timeframe during which sampling will occur and expected rates of entry over time (e.g., X number of cases will be sampled and assigned each month).

III. Process Evaluation

For this component of the evaluation, address in detail the following elements:

**A. Outputs/Output Measures:** Identify the specific programs, services, activities, policies, and procedures that will be studied as part of the process evaluation, as well as contextual variables that may affect their implementation. Where appropriate, identify specific, quantifiable output measures that will be tracked as part of the process evaluation (e.g., number of families enrolled, number of services provided).

**B. Fidelity Assessment:** Describe methods for assessing the degree to which demonstration programs, services, and activities are implemented with fidelity, i.e., as originally designed or intended. Identify the core components of each key demonstration program, service, and/or activity and describe methods for assessing the degree of fidelity to each.

**C. Implementation Science/Developmental Evaluation:** Describe how principles of implementation science may be incorporated into the evaluation process, i.e., conducting readiness assessments to implement activities or using ongoing results to inform changes in the design or execution of demonstration programs, activities, procedures, and policies.

**D. Data Sources and Collection Procedures:** For each of the outputs and other factors to be studied as part of the process evaluation, identify specific data sources or data collection methods (e.g., administrative data, surveys, interviews), any existing or planned instruments that will be used to collect the data, and data collection timeframes. Include any draft or final copies of any proposed surveys, interview/focus group protocols, or other data collection instruments in appendices to the evaluation plan. Also include in the appendices copies of any standardized assessment instruments that will be used as part of the evaluation. Indicate whether the proposed data sources are derived from case-level or aggregate-level data. Consider including a table similar to the following that links outputs to measures/indicators, data sources, etc.:

Output	Measure/ Indicator	Data Source(s)	Collection Interval	Target/ Benchmark	Person(s) Responsible
A statement of what will occur as a result of offering each service or activity, e.g., "parents will attend classes"	An output stated in quantifiable form, e.g., "number of parents who attend class"	The source(s) of information for the measure, e.g., "class attendance log"	The frequency and duration with which data will be collected, e.g., "weekly following completion of each class"	(If appropriate) A performance goal against which success is measured, e.g., "75 percent of enrolled parents will complete the course"	Identify the person(s) responsible for collecting data for this output, e.g., "class trainer"

**E. Data Analysis:** Describe the quantitative and qualitative methods that will be used to analyze data collected for the process evaluation. Identify any software tools that will be used to conduct these analyses (e.g., statistical software packages, qualitative research software).

#### IV. Outcome Evaluation

For this component of the evaluation, address in detail the following elements:

**A. Outcomes/Outcome Measures:** Identify the specific short-term, intermediate, and long-term outcomes that will be tracked as part of the outcome evaluation. Where appropriate, operationalize outcomes in discrete, quantitative terms (e.g., number and proportion of children that achieve permanency, number and proportion of children that re-enter foster care).

**B. Data Sources and Collection Procedures:** For each of the outcomes described above, identify specific data sources or data collection methods

(e.g., administrative data, surveys, interviews), any existing or planned instruments that will be used to collect the data, and data collection timeframes. Include draft or final copies of any proposed surveys, interview/focus group protocols, or other data collection instruments in appendices to the evaluation plan. Also include in the appendices copies of any standardized assessment instruments that will be used as part of the evaluation. Indicate whether the proposed data sources are derived from case-level or aggregate-level data. Consider including a table similar to the one provided in the Process Evaluation section above that summarizes outcome measures, data sources, etc.

- C. Data Analysis:** Describe the quantitative and qualitative methods that will be used to analyze data collected for the outcome evaluation. Identify any software tools that will be used to conduct these analyses (e.g., statistical software packages, qualitative research software).

## V. Cost Analysis

For this component of the evaluation, address in detail the following elements:

- A. Methodology:** Describe the type of cost analysis that will be conducted:

- a. Simple Cost Analysis: A basic categorization and analysis of service delivery costs (e.g., average cost per case, change in ratio of costs for in-home versus out-of-home services).
- b. Cost-Effectiveness Analysis: Assesses the financial cost of a program/service in relation to its effectiveness (i.e., cost per successful outcome).
- c. Cost-Utility Analysis: Similar to a cost-effectiveness analysis, except that effectiveness is measured in terms of length of life (survival) or quality of life (e.g., cost per quality-adjusted life-year (QALY) saved).
- d. Cost-Benefit Analysis: Compares two or more programs in terms of their respective costs and monetized benefits (i.e., what are the net benefits of Program A compared with Program B)?

- B. Data Sources and Collection Procedures:** Identify specific data sources or data collection methods for the cost analysis (e.g., functional assessments, accounting databases, surveys), any existing or planned instruments that will be used to collect the data, and data collection timeframes. Indicate whether the proposed data sources are derived from case-level or aggregate-level data.

- C. Data Analysis:** Describe the quantitative methods that will be used to analyze the cost data. Identify any software tools that will be used to conduct these analyses.

## VI. Quality Control and Human Subjects Projection

- **Quality Control:** Describe policies and procedures for maintaining the quality, integrity, and security of data that are collected as part of evaluation.
- **Human Subjects Protection:** Describe procedures for obtaining informed consent from the recipients of waiver-funded services and for protecting their privacy. Provide examples of research consent forms or describe plans for developing them. Identify the Institutional Review Board (IRB) that will be used for the evaluation and the procedures and timeline for submitting an IRB application.

**VII. Evaluation Team:** Identify the Principal Investigator (PI) for the evaluation and other key members of the evaluation team. Provide CVs, resumes, or career briefs for team members that highlight their educational background/credentials, experience conducting program evaluations of similar size and scope, and experience conducting evaluations in child welfare or other human service settings.

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES  
ADMINISTRATION ON CHILDREN, YOUTH AND FAMILIES  
CHILDREN'S BUREAU

WAIVER AUTHORITY

STATE: NEBRASKA

Waivers of the following provisions of the Social Security Act and Program Regulations are provided to the State to operate a child welfare demonstration project:

Section 472 (a): Expanded Eligibility: To allow the State to expend title IV-E funds for children and families who are not normally eligible under Part E of title IV of the Act as described in the Terms and Conditions.

Section 474(a)(1): Expanded Claiming: To allow the State to claim at the Federal medical assistance percentage any allowable expenditures of foster care maintenance payment cost savings.

Section 474(a)(3)(E) and 45 CFR 1356.60(c)(3): Expanded Services: To allow the State to make payments for services that will be provided that are not normally covered under Part E of title IV of the Act; and to allow the State to use title W-E funds for these costs and services as described in the Terms and Conditions, Section 2.0.

All waivers are granted only to the extent necessary to accomplish the project as described in these Terms and Conditions.

# DEMONSTRATION PROJECT TERMS AND CONDITIONS

## NEBRASKA

### SECTION 1: GENERAL

- 1.0 The Department of Health and Human Services (hereinafter referred to as "the Department") will grant waivers to the State of Nebraska (hereinafter referred to as "the State") under Section 1130 of the Social Security Act (hereinafter referred to as "the Act") to operate a demonstration project (hereinafter referred to as "the demonstration") as set forth in these Demonstration Project Terms and Conditions. The Department reserves the right, in its sole discretion, to withdraw approval of this demonstration project, including withdrawal of any and all waivers granted by the Department at such time(s) that the Department determines that the State has materially failed to meet the requirements as set forth in these Demonstration Project Terms and Conditions. The State also retains the right to terminate the demonstration.
- 1.1 Failure to operate the demonstration as approved and according to Federal and State statutes and regulations will result in withdrawal of approval of this demonstration project. The Federal statutes and regulations with which the State must comply in the operation of the demonstration include civil rights statutes and regulations that prohibit discrimination on the basis of race, color, national origin, disability, sex, age, and religion, including title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, title II of the Americans with Disabilities Act, the nondiscrimination provisions of the Omnibus Budget Reconciliation Act of 1981, and the Multiethnic Placement Act as amended. After the demonstration is approved, the Department reserves the right to withdraw approval if agreement cannot be reached on any item(s) cited in this document as needing approval by the Department. The State also has the same right.
- 1.2 The Department may terminate the State's authority to conduct a demonstration project if, after the three-year period following approval of these Terms and Conditions, the State has not made significant progress in implementing the child welfare program improvement policies proposed by the State in its application to conduct a demonstration, and as described in section 1130(a)(3)(C) of the Act (see also Section 2.3).
- 1.3 If Federal or State statutes or regulations that would have a major effect on the design and impacts of this demonstration are enacted, or if any deficiencies or serious problems in implementation of these Terms and Conditions are noted by the Department, the Department and the State will reassess the overall demonstration and develop a mutually agreed-upon strategy for dealing with the demonstration in the context of such changes. If such a mutually agreed-upon strategy cannot be developed, the Department reserves the right, in its sole discretion, to withdraw approval at such time(s) as the Department determines.
- 1.4 All provisions of the Act not waived remain in effect.

- 1.5 The demonstration provisions will be implemented no earlier than April 1, 2014 and no later than October 1, 2014. The implementation date of the demonstration shall be the first day on which the State offers services, subsidies, or other supports under the provisions of these Demonstration Project Terms and Conditions to participating children, caregivers, or other targeted individuals. For cost-neutrality purposes, the demonstration shall be deemed to begin on the first day of the calendar quarter (hereinafter "quarter"), which includes the implementation date, but for the purpose of calculating costs for the initial quarter of the demonstration, only costs incurred beginning with the month that includes the implementation date will be counted. The implementation date must occur within the first month of a calendar quarter. The demonstration shall end no later than the last day of the 20<sup>th</sup> quarter ending after the deemed beginning date. The demonstration provisions shall be as specified in Sections 2 and 3. Waivers necessary for the demonstration are approved upon acceptance by the Department and the State of these Demonstration Project Terms and Conditions. They will become effective as of the implementation date and will remain in effect until the last day of the 20<sup>th</sup> quarter ending after the deemed beginning date, unless the demonstration is terminated earlier. The State's project demonstration period may not exceed a maximum of five total years under the provisions of the Act, unless in the judgment of the Secretary, the demonstration project shall be allowed to continue.
- 1.6 Federal approval of these Demonstration Project Terms and Conditions shall not be construed to establish any precedent that the Department will follow in the approval of any subsequent request for Terms and Conditions.
- 1.7 Nothing in these Terms and Conditions shall create eligibility for any child or family for any Federal program or entitlement for which that child or family would not otherwise be entitled, except that title 1V-E funds may be, expended, according to the provisions of these Terms and Conditions, for persons who would not be eligible for title IV-E funds in the absence of the demonstration. Receipt of services otherwise reimbursable under title XIX but provided under these Terms and Conditions for children and families who are not eligible under title IV-E does not establish eligibility for Medicaid. Children under this demonstration who are determined to be eligible under title IV-E will retain that eligibility through the duration of the demonstration project, so that such children will remain eligible for Medicaid, title W-E Adoption Assistance, title IV-E Foster Care, and title IV-E Guardianship Assistance Program, if applicable.

## SECTION 2: IMPLEMENTATION

- 2.0 Under these Demonstration Project Terms and Conditions, the State is authorized to implement a demonstration to (1) provide an Alternative Response (AR) model as an alternative pathway for families to traditional Child Protective Services (CPS) investigations; and (2) incorporate Results Based Accountability into the State's contract and performance management systems for contracted child welfare service providers in order to measure outcomes achieved through

the services provided to children and families. The demonstration will seek to accomplish the following goal(s):

- Increase positive outcomes for infants, children, youth, and families in their homes and communities, including tribal communities, and improve the safety and wellbeing of infants, children, and youth.
- Prevent child abuse and neglect and the re-entry of infants, children, and youth into foster care.

Under these Terms and Conditions, the State will operate a demonstration of the child welfare project. AR will be implemented statewide, beginning with an initial pilot implemented in five counties selected by the State. The specific counties that will participate in the AR pilot, along with the timeline and criteria used to plan for eventual statewide implementation, will be specified in the State's Initial Design and Implementation Report (see Section 2.4). The target population for AR will include title IV-E-eligible and ineligible children aged 0-19 who can remain safely at home through the provision of in-home services and supports tailored to the needs of the child's family. A child and his/her family's eligibility for the AR track will be assessed using the State's existing Structured Decision Making maltreatment risk assessment protocol. Additional details regarding the target population and eligibility criteria for AR will be specified in the State's Initial Design and Implementation Report (see Section 2.4).

Results-Based Accountability (RBA) will be implemented statewide as part of a systemic reform of the State's contract and performance management system for contracted child welfare service providers. The target population for RBA will include all title IV-E-eligible and ineligible children aged 0-19 currently served by the State's Division of Children and Family Services (DCFS), or who become eligible for services during the course of the demonstration, including children served through the new AR track, children with a traditional CPS case, or who are in or enter out-of-home placement.

2.1 Alternative Response: The AR program will include a comprehensive assessment of each enrolled child's safety, health, and well-being, as well as any barriers the child's family faces in keeping the child safely at home. The family will be offered supports and voluntary services that enable families to keep the child at home while addressing issues that resulted from an initial maltreatment referral. A DCFS case manager will provide or oversee the provision of the following services for families assigned to the AR track:

- A comprehensive assessment of child safety and well-being, and of family strengths and needs.
- The provision of concrete supports and voluntary services, including but not limited to:
  - Meeting basic needs (e.g., food and clothing assistance)
  - Housing assistance
  - Child care assistance

- Mental health and substance abuse services
- Linkages to an expanded array of evidence-based programs and services that promote family stability and preservation. This array may include, but is not limited to:
  - Parent Child Interaction Therapy (PCIT)
  - Positive Parenting Program (Triple P)
  - Wraparound

If a child is determined to be unsafe by an AR case manager at any time during the family's participation in the AR program, immediate action will be taken to address the safety of the child.

Services and supports will be provided by DCFS personnel or contracted service providers as appropriate. The final choice of specific services and programs to provide to eligible families will depend on service availability and each family's particular needs and circumstances. The State is free to provide any or all of the above-mentioned services or programs, or to introduce other services or evidence-based programs that advance the overall goals of increasing family safety, minimizing entries into out-of-home placement, and improving child and family well-being.

Results-Based Accountability: As part of the RBA component of the demonstration, the State will use flexible title IV-E dollars to implement the following initiatives and activities:

- Train DCFS staff in RBA principles;
- Develop and provide training on provider contracts and the performance
- measure software used to track the performance of the providers; and
- Support family preservation services that, through the RBA process, are showing the greatest evidence of safely maintaining children in their homes to avoid unnecessary removal from the parental home, consequently reducing the child's exposure to trauma.

2.2 The State shall comply with the following general provisions over the full term of the demonstration project. The State will, or where appropriate, ensure that child welfare caseworkers, supervisors, and contracted service providers:

- a. Work closely with the evaluator to maintain the integrity of the evaluation.
- b. Develop and deliver services to meet the individual needs of each child and family.
- c. Ensure that any services being provided to a child or family member at the time the demonstration ends will be completed.
- d. Ensure the confidentiality of the information collected on the children and families under the demonstration.
- e. Ensure that the rights of children and their families are protected, and that the safety of the children is a paramount concern of the demonstration project.

- f. Ensure that title IV-E eligibility determinations are made for all children who are involved in the demonstration project, throughout the life of the demonstration project, to ensure that eligible children retain their eligibility after the demonstration ends.
- g. Bear any costs that exceed the amount of Federal funds provided for the demonstration.
- h. Ensure that the State is organizationally and legally prepared for all aspects of demonstration project implementation.
- i. Ensure that a conventional title IV-E program is maintained for those children and families that are not designated to receive demonstration services, and that these children and families continue to receive services that are consistent with the "traditional services" available to such children and families in the State at the time the demonstration begins.
- j. Ensure that all applicable provisions of the Act apply to all demonstration components except for those provisions that are explicitly waived above.
- k. Ensure that children who are eligible for the Medicaid program will retain their eligibility for a full range of Medicaid services under the demonstration.
- l. Ensure that any "savings" resulting from the demonstration, whether they are savings to the Federal government, to the State, or to a county or to another jurisdiction within the State, will be used for the further provision of child welfare services. For the purposes of this provision, "savings" means any amount that would have been expended for conventional title IV-E purposes in the absence of this demonstration, or that could have been expended under title IV-B of the Act.
- m. Ensure that the State annually will provide an accounting of any additional Federal, State, tribal, and local investments made, as well as any private investments made in coordination with the State, to provide the service intervention(s) that the applicant intends to undertake through the demonstration (see Section 5.6).
- n. Ensure that in each year throughout the duration of this demonstration the appropriate State official(s) and evaluators will attend and participate in an annual meeting of the Child Welfare Demonstration States in the Washington, D.C. area.
- o. For the duration of the demonstration project, assure that the State shall provide health insurance coverage to any child with special needs (as determined under Sec. 473(C) of the Act) for whom there is in effect an adoption assistance agreement between the State and an adoptive parent or parents.

2.3 The State shall provide assurance of how the State' has implemented, or plans to implement within three years of the date on which it submits its application the following child welfare program improvement policies:

- Address the Health and Mental Health Needs of Children in Foster Care: The development and implementation of a plan for meeting the health and mental health needs of infants, children, and youth in foster care that includes ensuring the provision of such care is child-specific, comprehensive, appropriate, and consistent, through such means as ensuring that the child has a medical home, regular wellness medical visits, and addressing the issue of trauma, when appropriate (New)
- Title IV-E Guardianship Assistance Program (GAP): An amendment to the title IV-E plan that exercises the option to implement a kinship guardianship assistance program (Existing)

2.4 The State will submit an Initial Design and Implementation Report within 90 days following acceptance of these Terms and Conditions (see Section 5.2). This report will include information about program design and implementation. Report sections regarding implementation will include:

- A Final Work Plan, outlining the key tasks, reporting requirements, and timelines throughout the course of the demonstration;
- A phase-down plan for the demonstration so that case plans for children and their families can be adjusted, if necessary, for the post-demonstration portion of their placement (See Section 6.1);
- The detailed protocol or set of policies that will guide decisions about which families or children are to be selected to participate in the demonstration, how the selection will be made, and how the suitability of services will be determined;
- Standards of quality and safety and practice requirements identified by the State to be incorporated into any agreements with public and private providers that are expected to provide support and services; and
- The status of evaluation activities, including efforts to engage a third-party evaluator.

The demonstration project will be reviewed periodically by the Department to ensure that the demonstration activities are consistent with the purposes of titles IV-B and IV-E of the Act and these Terms and Conditions in providing child welfare services, including an assurance of the safety of the children and families involved. The review is intended to ensure that benefit eligibility will not be impaired and that improved outcomes for the children and families will result. Any proposed amendment to these Terms and Conditions is subject to prior approval by the Department.

- 2.5 The State will develop and implement a corrective action plan to prospectively address unresolved title IV-E claiming concerns previously identified through audit findings and Department deferral or disallowance correspondence as agreed upon by the Department and the State. This action is needed to assure that claims are submitted in accordance with all applicable Federal requirements. This claiming improvement plan must delineate each item requiring corrective action, the planned action(s) to be taken and a timeline for completion of each action. The plan must be submitted within 90 days following acceptance of these Terms and Conditions. Continued approval to implement this demonstration project is contingent upon approval of the claiming improvement plan and demonstrated progress in achieving the goals of that plan.

### SECTION 3: EVALUATION

- 3.0 The State will conduct an evaluation of the use of title IV-E funds to test the hypothesis that providing an Alternative Response pathway for families, coupled with Results Based Accountability for contracted services providers, will improve safety, permanency, and well-being outcomes for children and families. The evaluation will consist of three components: A process evaluation, an outcome evaluation, and a cost analysis.

The State is required to engage a third party to conduct an evaluation of the demonstration program. The evaluator shall be an independent organization that is not affiliated with state or local government, except that state universities may be engaged to conduct the evaluation. The evaluator shall be responsible for the development of the final evaluation design within the basic evaluation parameters outlined below. The evaluator shall develop a research design and sampling plan; develop and execute the data collection and analysis plans; and prepare interim and final reports.

- 3.1 Evaluation Design:

Alternative Response: The State will implement an experimental research design to evaluate the AR component of its waiver demonstration. Random assignment will occur statewide, including in the five counties initially designated to participate in the AR pilot (see Section 2.0).

The State will randomly assign families who meet the eligibility criteria for the AR program. Families assigned to the experimental group will be served through the AR pathway and provided related services while families in the control group will undergo a traditional CPS investigation and be offered existing services and supports available prior to the implementation of the AR program. The State anticipates using a one-to-one assignment ratio, assigning approximately one eligible case to the experimental group for every one case assigned to the control group over the course of the demonstration. Cases that undergo random assignment as part of the AR demonstration component will maintain their assigned status for the full period of the demonstration.

Sample size estimates for the five-year course of the AR program, including the initial AR pilot in selected counties, and additional details regarding the sampling plan, including a justification of the proposed sampling ratio and an explanation of the statistical power that will be achieved with the proposed sample sizes will be provided in a detailed evaluation plan developed in consultation with the Department and the State's third-party evaluator (see Section 3.5).

The State's third-party evaluation contractor will be responsible for developing and implementing the random assignment process for all cases. Following implementation, the State may propose modifications to its sampling plan and/or random assignment ratio provided that the proposed changes maintain adequate statistical power to detect significant differences in outcomes of interest between the experimental and control groups. Should the State wish to modify its sampling plan or random assignment ratio, the State will develop and submit a proposal to the Department for review and approval that describes the proposed modifications, including an assessment of the impact, if any, of the change(s) on the outcome evaluation and on the demonstration's cost-neutrality formula.

Results Based Accountability: A longitudinal research design will be utilized for the evaluation of the RBA component of the demonstration. The State will track and analyze changes in key child welfare outcomes at regular time intervals (quarterly, semi-annually, and annually) statewide, as well as by county and by individual contracted service provider. In addition, data will be analyzed by service and case type and will be used to compare differences in performance across contracted service providers over time.

To the extent possible, the evaluations of both the AR and RBA components of the waiver demonstration will be based on the collection and analysis of child, family, or other case-level data.

Throughout the evaluation, the State will apprise the Department of any difficulties encountered in achieving the estimated sample sizes for the project, and in consultation with the outside evaluator will determine if such difficulties will affect the State's ability to identify statistically significant differences in key demonstration outcomes. The State will notify the Department as soon as any serious problems are noted. Semi-annual progress reports (see Section 5.5) will include an update on the sample sizes and progress toward meeting the targeted sizes.

Modifications to the sampling plan may be proposed to the Department for approval if the sample sizes for the experimental and control groups are such that the number of clients in each group will provide adequate statistical power to detect differences in outcomes of interest between the two groups.

- 3.2 Process Evaluation: The evaluation will include interim and final process analyses that describe how the demonstration was implemented and that identify

how demonstration services differ from services available prior to implementation of the demonstration, or from services available to children and families that are not designated to receive demonstration services. The analysis will include a logic model that describes the demonstration's objectives, the services or other interventions provided, and the way the intervention is linked to measurable outcomes. In addition, the process analysis will examine, at a minimum, the following:

- The planning process for the demonstration including whether any formal needs assessment, asset mapping, or assessment of community readiness was conducted;
- The organizational aspects of the demonstration, such as staff structure, funding committed, administrative structures, and project implementation, including ongoing monitoring, oversight, and problem resolution at various organization levels;
- The number and type of staff involved in implementation, including the training they received, as well as their experience, education and characteristics;
- The service delivery system, including procedures for determining eligibility, referring subjects for services, the array of services available, the number of children/families served and the type and duration of services provided;
- The role of the courts in the demonstration and the relationship between the child welfare agency and court system, including any efforts to jointly plan and implement the demonstration;
- Contextual factors, such as the social, economic and political forces that may have a bearing on the replicability of the intervention or influence the implementation or effectiveness of the demonstration. This discussion will note any possible confounding effects of changes in these systems, or changes resulting from other demonstrations or reforms that were implemented during the title IV-E demonstration;
- The degree to which demonstration programs and services are implemented with fidelity to their intended service models; and
- The barriers encountered during implementation, the steps taken to address these barriers, and any lessons learned during implementation.

For each of the factors described above, the process analysis will note any differences, as appropriate for the State's evaluation design, in implementation before and after the start of the demonstration, among participating counties or other administrative units, or between the experimental and control/comparison groups.

### 3.3 Outcome Evaluation:

For the AR demonstration component, the State's outcome evaluation will address, at a minimum, differences between the experimental and control groups in the following outcomes:

- The number and proportion of repeat maltreatment allegations (reports) within a specified period of time following initial intake;
- The number and proportion of substantiated maltreatment allegations within a specified period of time following initial intake;
- The number and proportion of families with any child entering out-of-home care within a specified period of time following initial intake;
- Changes in child and family well-being in the domains of behavioral and emotional functioning, and physical health and development, as measured by the Child and Adolescent Needs and Strengths (CANS) assessment or another standardized assessment instrument to be selected by the State.

For experimental group families in the AR component, the evaluation will track:

- Number and proportion of families assigned to the AR track who are re-assigned to a traditional maltreatment investigation due to an allegation of maltreatment that warrants heightened concern regarding the safety of one or more children;

Specific outcome measures that will be tracked as part of the evaluation of the RBA demonstration component include the following:

- Number and proportion of children with a sequent substantiated allegation of maltreatment within 6 months of discharge or case closure;
- Average number of changes in placement setting among children in out-of-home placement;
- Average and median months in out-of-home care prior to reunification;
- Number and proportion of children who re-enter out-of-home placement within 12 months of discharge to reunification or another permanent placement (e.g., guardianship);
- Number and proportion of children legally free for adoption who are adopted within 12 months of the termination of parental rights; and
- Number and proportion of children in out-of-home placement for three or more years who are discharged to independent living.

The State is free to propose additional research questions and outcome measures for inclusion in the evaluation.

The State will collect data to address these questions from the State's automated child welfare information systems, child welfare agency case records, and additional information sources as appropriate. The State will work with its evaluation contractor to identify other appropriate data sources to address the process and outcome measures described above.

- 3.4 Cost Study: The cost analysis will examine, at a minimum, the costs of the key elements of services *received* by children and families designated to receive demonstration services and will compare these costs with those of services

available prior to the start of the demonstration, or that were received by the children and families that were not designated to receive demonstration services. The cost analysis will also include an examination of the use of key funding sources, including all relevant Federal sources such as titles IV-A, W-E and XIX of the Act, as well as State and local funds. The purpose of the analysis will be to compare the costs of services available through the demonstration with those of services traditionally provided to children and their families. Where feasible, a cost-effectiveness analysis will be conducted to estimate the costs of each successful outcome achieved through the demonstration. This analysis will be conducted using one or more of the key outcome measures for which a statistically significant difference is identified.

3.5 Evaluation Reporting Requirements: The following reports and documents shall be provided to the Department for review and approval (also noted in Section 5):

- The State will submit to the Department for review a draft of the specifications or Request for Proposals (RFP) for the agreement to conduct an evaluation of the demonstration within 60 days after acceptance of these Terms and Conditions. The draft specifications must detail the objectives of the project, the evaluation design, the specific tasks to be conducted, the time frames for conducting those tasks, and a schedule and list of deliverables. The research questions, key variables, data collection methods, sample sizes and other aspects of the evaluation noted in these Terms and Conditions will be clearly described.
- The State will submit an evaluation plan to the Department for approval within 90 days after the evaluation contract is awarded. The evaluation plan must present the underlying logic linking interventions to expected outcomes, the research question to be studied, the major variables to be measured, the final sampling plan, the data sources (including an assessment of the reliability and validity of each source), data collection procedures, and the major data analyses to be performed. The plan will describe the procedures for randomly assigning cases to the experimental and control groups.
- Not later than 60 days after the conclusion of the 10<sup>th</sup> quarter of the demonstration following the demonstration's implementation date, the State will submit an interim evaluation report (see Section 5). The report will include a process analysis of the evaluation to date and any outcome data available at that time. The report will also include a brief description of the outcome and cost components of the evaluation planned and note any issues or problems anticipated in completion of these components. If the findings are unclear or incomplete, the Department may request revisions and resubmission of the report.
- Not later than six months after the conclusion of the demonstration (20<sup>th</sup> quarter), a final report integrating the process, outcome and cost components of the evaluation will be submitted. If the findings are unclear or incomplete, the Department may request revisions and resubmission of the report.

- The State will post copies of the interim and final evaluation reports on the State's child welfare agency Website (see Section 5.10).
- Not later than six months after the conclusion of the demonstration (20<sup>th</sup> quarter), the State will have the evaluation contractor produce and make available public-use data tapes, including documentation necessary to permit re-analysis of the data gathered during the course of the evaluation.

Public release of any evaluation or monitoring reports required under this agreement will be made only by the Department or the State. Prior to public release of such reports, the Department and the State will have at least a 30-day period for review and approval.

- 3.6 Program Changes: Additional program changes that are not applied equally to experimental and control/comparison groups, or that would substantially affect the evaluation of the demonstration, must be approved by the Department as an amendment to these Demonstration Project Terms and Conditions.

#### SECTION 4: COST NEUTRALITY

- 4.0 As required by section 1130(h) of the Act, the amount of Federal funds expended for this project may not exceed the amount of such funds that would be expended by the State under the State plans approved under parts B and E of title IV if the demonstration project were not conducted. Therefore, except for costs of evaluating and developing this project (as specified in Sections 4.4 and 4.5 below), starting with the deemed beginning date (see Section 1.5) the operation of this demonstration is to be cost-neutral to the Federal government with respect to maintenance and administrative costs for titles W-B and IV-E of the Act.

- 4.1 Section 4 Terms:

Costs. All references made to costs (unless otherwise specifically noted) consist of total computable (gross) costs. The Federal share of demonstration project costs will be computed using the matching rate applicable to the funding category.

Maintenance Costs. All references made to maintenance costs include title IV-E allowable foster care maintenance assistance payments (per Section 475(4)(A) of the Act), and such other costs for cases deemed as title IV-E allowable through a waiver granted for this demonstration project.

Administrative Costs. All references made to administrative costs include title IV-E allowable administrative costs (per Federal regulations at 45 CFR 1356.60(c)) for in-placement and candidate activities and other costs deemed as title IV-E allowable through a waiver granted for this demonstration project.

SACWIS Costs. All references made to SACWIS costs include title IV-E

allowable SACWIS costs (per 45 CFR 1355.57 and Part 95 Subpart F) for the development, maintenance, and operation of an automated system that is determined by ACF to meet the requirements to be designated as a Statewide Automated Child Welfare Information System (SACWIS). Title IV-E allowability of specific SACWIS costs is further subject to (in addition to these terms and conditions) ACF approval of an advance planning document (APD) or an operational advance planning document (OAPD), as applicable.

Training Costs. All references made to training costs include title IV-E allowable training costs (per 45 CFR 235.63 through 235.66(a), 1356.60(b), and Section 474(0)(3)(B) of the Act) for the development, delivery or participation in training by eligible IV-E agency staff and providers or professional partner individuals.

Cumulative. All references made to cumulative in the context of costs will indicate that costs are to be summed for all quarters from the deemed beginning date through the quarter in question.

- 4.2 The total costs of foster care payments shall be an amount determined by a base allocation as determined in Section 4.2.1 below plus any annual change factor or exclusions as specified in Section 4.2.2. The results of this calculation are shown in Section 4.3, Table 1. The aggregate five-year sum of Federal share payments shall be the cumulative fixed payment that shall be made to the State. Receipt by the State of payments not greater than the cumulative fixed payment shall be considered cost neutral to the Federal government.

At least 90 days prior to implementation, the State shall submit to the Department for approval a document showing a fixed schedule of payments for the five-year demonstration period. The State may receive quarterly payments in accordance with a schedule of quarterly payments the sum of which do not exceed the total cumulative payments under the demonstration.

- 4.2.1 The foster care base allocation amount to be used for purposes of establishing a cap to reflect cost neutrality to the Federal government for demonstration project operations has been determined for each of the funding categories impacted by the demonstration project through the following processes:

Source of claims: The base amount is the calculated Federal Fiscal Year (FFY) total computable (gross) title IV-E Foster Care allowable claims (including current and prior quarter adjustments) submitted by the State on quarterly reports of expenditures and estimates (i.e. form ACF-IV-E-1 or CB-496, as applicable) during the specified time periods for the following cost categories and adjusted for baseline increases as specified below:

- Foster care maintenance costs: Total computable costs of \$9,492,751. This total is calculated through a multistep process as follows:

- Given the existence of title IV-E claiming concerns applicable to FFYs 2009 through the present (see section 2.5 for required development of a claiming improvement plan), title IV-E maintenance cost claims submitted in FFYs 2007 and 2008 were reviewed by the State to identify those claims for which "readily available documentation" (i.e. documented claims) is available to support title IV-E allowability as maintenance costs.
- The State provided information on the documented claims and the associated number of children served. This information was utilized to calculate an average title IV-E maintenance cost claim per child for FFY 2007 and for FFY 2008.
- The FFY 2008 calculated average claim per child was then adjusted for the impact of any maintenance rate changes promulgated in each subsequent FFY from 2009 through 2012.
- The calculated documented average claim per child in FFY 2012 of \$8,737 was multiplied by the quarterly average of the form CB-496 average monthly number of children (1,087) receiving a title IV-E maintenance payment in the FFY (Part 1, line 41).
- The result of multiplying the child count and average claim identified above constitutes the documented maintenance base for the capped allocation.

This total is subject to recalculation, at the option of the State, if it can provide further documentation supporting additional title IV-E maintenance cost claims submitted in FFYs 2007 or 2008 along with associated child count information that establishes a different level of an average title IV-E maintenance cost claim per child. The recalculation would then utilize the revised claiming level to complete the calculation steps described above.

Foster care administrative costs are contained within the capped allocation without any subcategory exclusions. Total computable costs of \$15,548,491. This total is calculated from the average annual title IV-E foster care administrative costs claimed on quarterly financial reports (form ACF-IV-E-1) submitted in FFYs 2008 through 2010 in the categories of in-placement and candidate administration.

This total is subject to recalculation, at the option of the State, if it can provide further documentation substantiating title IV-E allowable administrative costs for activities that were performed during FFYs 2008 through 2010 which were not included in title IV-E claims submitted for these periods, but are now determined as allocable to title IV-E foster care administration based upon the State's approved public assistance cost allocation plan. The recalculation would then add the additional claims to complete the calculation step described above.

Application of base allocation: The base amount will be applied separately in determining annual allocations for maintenance assistance payments and administration.

4.2.2 The payments for each full FEY during the 5-year operational period of the demonstration project shall consist of the base amount adjusted each FFY by the change factor(s) and the exclusions described in the subsections below. Thus, payments in the second and subsequent full FFYs of demonstration operations will equal the amount calculated for the prior FFY plus any further applicable changes. Payments for demonstration operations during any partial FFY will be pro-rated proportionally by quarter to reflect the portion of the FFY when the demonstration project is operational.

4.2.2.1 The annual allocation change factors applied have been determined by the following process:

a. Maintenance assistance payments:

- Growth rate based on three year average annual rate of change in the ratio of total computable maintenance payment claims to average monthly number of children served.
- The net impact of a redesign in the State's maintenance payment rates which is scheduled to be effective starting July 1, 2014 and will significantly impact title IV-E claims beginning in FFY 2015 is factored into the allocation level for FFY 2015 and subsequent periods with appropriate adjustments to assure proper consideration of this factor in relation to the three year average change rate factor described above. This action is based on the understanding that the identified rate redesign is mandated by State law and that the State will immediately notify the Children's Bureau if there is a change in the level or timing of this action. Upon such notification, this change, factor will be appropriately revised.
- If the State is able to substantiate that its reported average monthly number of children assisted data on form CB-496 Part 1, line 41 for any FFY (average of four quarters) during which this project is operational exceeds 1,103 children (representing a population increase of 1.5% per year from the base number of 1,087), the actual line 41 number for that FFY will be used in calculating the maintenance allocation level (as described in section 4.2.1) for that FEY only.

b. Administration: Growth rate based on three year average annual rate of change in the ratio of total computable title IV-E foster care administrative cost claims in all subcategories.

4.2.2.2 The foster care costs excluded from the cost neutrality calculation and thus subject to payment outside of the capped allocation are as follows:

- a. Any allowable SACWIS developmental or operational costs will be excluded from the calculation of the demonstration's capped allocation (see Section 4.3), and will be reimbursable separately in addition to the amount of the capped allocation.
- b. Any allowable staff, provider or professional partner training costs will be excluded from the calculation of the demonstration's capped allocation (see Section 4.3), and will be reimbursable separately in addition to the amount of the capped allocation.

4.3 Federal title IV-E payments to the State for this demonstration, including expenditures of any realized savings, will be made for amounts in accordance with Table 1 (shown below) quarterly based on State estimates of demonstration expenditures for the next quarter in accordance with the payment schedule (as determined in Section 4.2 above).

Demonstration Project Funding Category	Base FFY Amount	FFY 2014 Allocation Cap	FFY 2015 Allocation Cap	FFY 2016 Allocation Cap	FFY 2017 Allocation Cap	FFY 2018 Allocation Cap	FFY 2019 Allocation Cap
Maintenance Payments	9,492,751	9,045,372	12,471,155	13,662,330	13,698,768	15,726,392	16,994,664
Administration	15,548,491	15,374,348	15,689,522	15,949,968	16,085,542	16,330,043	16,548,865
All Capped Categories	\$25,041,242	\$24,419,720	\$28,160,677	\$29,612,298	\$29,784,310	\$32,056,435	\$33,543,529

\* The amounts in Table 1 without application of the contingency factors discussed in Section 42.2.1 in each FFY.

Federal title 1V-E payments for demonstration operational expenditures will be made for any quarter beginning in accordance with the dates specified in section 1.5 of these terms and conditions when the demonstration is in operation and for a total period of no longer than five years (20 quarters) thereafter.

Actual expenditures claimed for the demonstration project, including expenditures of any realized savings, along with estimates in advance of each quarter, will be identified separately on the ACF quarterly claim form, CB-496. Summary fiscal information on the results of the project, must be reported in Part 3 as well as other applicable parts of form CB-496. These estimates and claims relating to the demonstration will be subject to review and deferral or adjustment according to the normal procedures for reviewing title 1V-E estimates and paying title 1V-E claims. All other title 1V-E claims that are not related to this demonstration will continue to be filed in accordance with current quarterly claiming requirements for payments for allowable cost. The State must examine its cost allocation plan to determine whether any of the components will affect the calculation of or claiming for any administrative costs under title 1V-E, and if so the State must submit an amendment to the cost allocation plan prior to the implementation date to address any such effects appropriately.

- 4.4 Developmental Costs. Developmental costs are the expenses the State incurs to establish the demonstration prior to the project's implementation. These costs are excluded from the cost-neutrality calculation. For activities undertaken prior to the implementation date specified in Section 1.5 above, the Federal government will match the approved administrative costs related to development of the demonstration project (otherwise called developmental costs) at the 50 percent matching rate without application of cost allocation. Such costs can begin with the preparation of the proposal and may also include automated systems development and changes, policy or procedures development, and staff training. Developmental costs do not include costs for activities performed on or after the deemed start date of project operations. No later than 30 days after the State formally accepts these Terms and Conditions, the State will submit a plan, for approval by the Department, designating which administrative costs will be treated as developmental costs for purposes of this section (see Section 5.0). This section is not intended to supersede other requirements for Federal approval for administrative costs of the programs involved in the demonstration.
- 4.5 Evaluation Costs. Evaluation costs are expenses incurred by the external evaluator as well as those incurred by the State that are directly related to the evaluation effort. These costs are excluded from cost-neutrality calculation. Evaluation costs begin with the first evaluation planning activities and continue until the final evaluation report is submitted. Such costs will encompass all costs necessary to carry out the approved evaluation plan, including costs for evaluation activities carried out by State and local agencies as well as those carried out by the evaluation contractor. The costs of approved evaluation activities may be charged to title IV-E administrative costs without cost allocation so that the State may claim a full 50 percent of these costs as title IV-E administrative costs. The State shall address any changes needed to implement this provision through submission of appropriate amendments to its approved State cost allocation plans. Costs of evaluation that arise from the demonstration project(s) approved under these Terms and Conditions may be claimed for a reasonable period of time after the expiration of the period of this demonstration (Section 1.5) so long as the costs are for activities required by the evaluation plan(s) approved by the Department and are otherwise allowable and reasonable. Evaluation components not approved by the Department will not qualify for Federal matching funds.

## SECTION 5: MONITORING

The State will send all reports required in this section to the Children's Bureau, the Regional ACF Office, and the evaluation technical assistance contractor for this initiative.

- 5.0 The State must submit a plan, for approval by the Department, designating which administrative costs will be treated as developmental costs (see Section 4.4) no later than 30 days after accepting these Terms and Conditions.
- 5.1 Within 60 days of acceptance of these Terms and Conditions, the State will

- submit to the Department a draft of the specifications or Request for Proposal (RFP) and evaluation specifications for review.
- 5.2 Within 90 days following acceptance of these Terms and Conditions, the State will submit an Initial Design and Implementation Report to the Department for approval (see Section 2.4 for detailed elements of the report).
  - 5.3 Within 90 days following acceptance of these Terms and Conditions, the State will submit to the Department for approval a corrective action plan to prospectively address unresolved title IV-E claiming concerns previously identified through audit findings and Department deferral or disallowance correspondence as agreed upon by the Department and the State (see Section 23).
  - 5.4 The State shall submit quarterly progress reports beginning 90 days after the acceptance of these Terms and Conditions and continuing until implementation. The Initial Design and Implementation Report will serve as the first quarterly report. All subsequent reports are due no later than 30 days after the conclusion of each quarterly period and will include a basic update on the status of each activity or task identified in the Implementation Report. The report will also identify any problems encountered that may have an impact on the design or anticipated implementation schedule. Suggestions for resolving these problems will be provided for the Department's review and approval.
  - 5.5 Once implementation has begun, semi-annual progress reports will be required throughout the project period summarizing project and evaluation activities and accomplishments during the reporting period as well as interim findings from the evaluation, if available. The semi-annual monitoring reports shall indicate issues or problems and resolutions regarding the implementation of the demonstration or evaluation as approved, including updates on the resolution of any significant problems identified in the implementation report. The State will address its progress toward implementing the Child Welfare Program Improvement Policies as described in Section 2.3. These reports are due no later than 30 days after the conclusion of each reporting period.
  - 5.6 The State will submit an evaluation plan to the Department for approval within 90 days after the evaluation contract is awarded (Section 3.5). The evaluation plan must be approved by the Department prior to implementation.
  - 5.7 The State will submit an annual accounting during the demonstration project period of all investments, public or private, made in coordination with the State to provide services under the proposed demonstration project.
  - 5.8 The State will submit an Interim Evaluation Report 60 days after the conclusion of the 10<sup>th</sup> quarter following the demonstration's implementation date (Section 3.5). Additional reports may be proposed by the State and, subject to approval by the Department, may be considered allowable components of the evaluation of the demonstration.

- 5.9 The State will submit a Final Evaluation Report six months after the project ends, integrating the process study, the outcomes study, and the cost analysis (Section 3.5).
- 5.10 The State will post copies of the interim and final evaluation reports on the State's child welfare agency Website (see Section 3.5).
- 5.11 The State will submit, or have the evaluation contractor produce and make available, public-use data tapes, including documentation necessary to permit re-analysis of the data gathered during the course of the evaluation, six months after the project ends (Section 3.5).

**SECTION 6: TERMINATION PROCEDURES**

- 6.0 Federal financial participation in demonstration activities requiring waivers will not be provided beyond the period approved by the Department.
- 6.1 As part of the Initial Design and Implementation Report (Section 2.4), the State will submit for the Department's approval a plan to phase down and end the demonstration to ensure that there are no demonstration-related Federal costs incurred beyond the period approved by the Department. All activities requiring Department approval must cease on the date decided by the Department if the project is terminated prior to the end of the 20<sup>th</sup> quarter after the deemed beginning date of the demonstration.

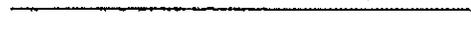
Approval:



JooYeun Chang  
Associate Commissioner  
Children's Bureau

\_\_\_\_\_  
Date

Acceptance:



Thomas D. Pristow  
Director  
Nebraska Division of Children and  
Family Services

\_\_\_\_\_  
Kerry T. Winterer  
Chief Executive Officer  
Nebraska Department of  
Health and Human Services

\_\_\_\_\_  
Date

Funding Agency: State of Nebraska  
 PI Name: Michelle Graef  
 Project Title: Title IV-E Waiver Demonstration Project Evaluation Services  
 Project Start Date: 10/1/2013  
 Project End Date: 12/31/2019  
 2.5% (est annual % inc.)

PERSONNEL	annual base salary	appt or 12 mo	Pers. mos Yr 1	Pers. mos Yr 2	Pers. mos Yr 3	Pers. mos Yr 4	Pers. mos Yr 5	Pers. Mos Yr 6	Pers. Mos Yr 7	Increase Yr/N	Benefit Rate	12/31/2019								
												2013-2014 Year 1	2014-2015 Year 2	2015-2016 Year 3	2016-2017 Year 4	2017-2018 Year 5	2018-2019 Year 6	2019 Year 7	CUMULATIVE TOTAL	
Senior Personnel																				
MICHELLE GRAEF													117,753	174,922	177,166	181,595	179,335	183,818	45,976	1,054,505
DATA ANALYST																				
EVALUATOR																				
ECONOMIST/EVALUATOR																				
Subtotal Sr. Personnel	68,494	11	18.60	28.67	28.62	28.62	25.17	28.17	6.29											
WEE PROGRAMMER																				
Subtotal Other Prof.	46,350	12	1.6	2.4	2.4	2.4	2.4	1.2	0											
Graduate Assistant																				
Graduate Assistant																				
OFFICE SUPPORT I/ED	23,494	1	1.95	1.95	1.95	1.95	1.95	1.95	0.486											
Subtotal Other			0.6	0.6	0.6	0.6	0.6	0.6	0											
Total Salaries & Wages:													143,577	233,586	237,297	243,229	242,509	243,328	58,834	1,402,361
Total Fringe Benefits:													48,376	79,979	81,439	83,983	83,745	83,546	19,548	480,217
TOTAL PERSONAL SERVICES													191,954	313,565	318,736	326,812	326,254	326,874	78,383	1,882,578

NON-PERSONAL SERVICES Domestic (includes in-state travel and required national meetings)

	11,000	11,000	11,000	11,000	11,000	11,000	5,000	-	60,000
Travel									
Other Direct Costs	4,628	4,623	4,795	4,623	4,795	4,623	4,795	2,823	135
Supplies									
Phones									
Conference Line									
Software Licenses									
Focus Group Incentives									
Publication									
Report Printing									
Consultant Services									
Consultant-Statistician									
Consultant-Evaluator									
Consultant Travel									
Expert Scientific Review Panel									
Rent	3,786	5,694	5,446	5,446	5,446	5,446	5,247	596	31,641

TOTAL NON-PERSONNEL	28,294	24,317	23,741	35,059	26,741	26,870	731	165,032
TOTAL DIRECT COSTS	221,248	348,882	353,477	372,881	372,881	358,995	358,744	79,115
INDC	227,432	343,188	348,031	367,435	358,549	353,497	353,497	78,518
Indirect rate (off-campus)	50,612	83,679	82,612	87,252	87,247	85,784	85,784	9,220
Indirect rate (on-campus)	16,739	10,886	15,449	16,243	11,723	12,016	21,938	83,055
TOTAL COSTS	298,599	443,447	451,538	476,376	462,964	456,543	110,293	2,699,760