

**SUBAWARD**  
**BETWEEN**  
**THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**AND**  
**REGION 1 BEHAVIORAL HEALTH AUTHORITY**

This federal funds grant agreement, including any addenda and attachments (collectively, "Subaward") is entered into by and between the Nebraska Department of Health and Human Services, Division of Behavioral Health Community-Based Services ("DHHS") and Region 1 Behavioral Health Authority ("Subrecipient").

**PURPOSE:** The purpose of this Subaward is for the provision of network management and the provision of mental health and substance use disorder services (hereinafter referred to as behavioral health or BH services)

**HIPAA:** This Subaward involves the sharing of or access to Protected Health Information and includes a Business Associate Agreement for compliance with the Health Insurance Portability and Accountability Act (HIPAA).

**RESEARCH:** This Subaward does not involve research and development. See 2 CFR § 200.87 or 45 CFR § 75.2.

## **1. DURATION**

- 1.1. **TERM.** This Subaward is in effect from the date of full execution or the beginning of the Period of Performance, whichever is later, until the end of the Period of Performance. If there are multiple Periods of Performance, this Subaward ends at the latest Period of Performance.
- 1.2. **PERIOD OF PERFORMANCE.** The Period of Performance of this Subaward is set forth in Attachment 1.
- 1.3. **TERMINATION NOTICE PERIOD.** This Subaward may be terminated in accordance with Addendum A. If Subrecipient terminates this Subaward, it shall provide notice thirty (30) days prior to the effective date of termination.

## **2. PAYMENT TERMS AND STRUCTURE**

- 2.1. **TOTAL SUBAWARD.** For the Project Description specified herein, DHHS awards the total amount of funds as set forth in Attachment 1 for the activities specified herein at the rates set forth in Attachment 2, based on the budget set forth in Attachment 3.
- 2.2. **PAYMENT STRUCTURE.** Payment shall be structured as follows:
  - 2.2.1. As consistent with all applicable federal statutes, regulations, and policies, DHHS shall reimburse Subrecipient for its costs to perform the project described herein, as consistent with the terms set forth herein.
  - 2.2.2. Subrecipient shall submit requests for payment to DHHS on a monthly basis for approved services. Subrecipient shall submit billing for allowable costs to the DHHS Electronic Billing System (EBS) or in a manner specified in writing by DHHS no later than the 12<sup>th</sup> day of the month following the month service was delivered. A billing that has incorrect or incomplete information will not be accepted or processed until such time that the information is accurate and complete.
    - 2.2.2.1. At no time will compensation or payment of any kind be provided in advance of services actually performed.
    - 2.2.2.2. Subrecipient shall ensure that any correspondence submitted to DHHS reflects the appropriate services names as identified in the EBS and Centralized Data System (CDS)

- 2.2.3. DHHS will make all reasonable efforts to make payment by electronic deposit to the Subrecipient's designated financial institution by the 25<sup>th</sup> of each month.
- 2.2.3.1. The parties agree that the following exceptions apply:
- 2.2.3.1.1. When the 12<sup>th</sup> of the month falls on a weekend or holiday, the billing must be to DHHS on the Monday after the weekend or the first working day after the holiday.
- 2.2.3.1.2. If one or more state holidays falls between the 12<sup>th</sup> and the 25<sup>th</sup> of the month, the payment deposit will be delayed a corresponding number of days.
- 2.2.3.1.3. In the event of an amendment to the Subaward, payment may be delayed until the amendment is processed and executed.
- 2.2.3.1.4. During the final shift in June, payment may be delayed until the shift is fully processed.
- 2.2.4. In the event a billing is delayed because of missing or inaccurate information, DHHS will process billing as soon as reasonably possible after all documents have been approved. In this case, payment to the Subrecipient will be made on the 25<sup>th</sup> of the following month or seven (7) working days after acknowledgement of the receipt of completed billing is sent to the Division, whichever is later.
- 2.2.5. Subrecipient will only submit billings for services provided to individuals who meet the Clinical Criteria for an identified level of care and the Financial Eligibility Criteria set forth by the DHHS Title 206 Behavioral Health Services Regulations or other documents incorporated by reference.
- 2.2.6. Subrecipient must ensure providers are deducting copayments from consumers and other third-party payments received for the service prior to billing any service paid on an expense reimbursement basis.
- 2.2.7. If the expense reimbursement billed is a rate enhancement, Capacity Development (CD), or Service Enhancement (SE) for a service paid at a Region or State rate, the provider must apply all revenues received or generated from all sources by the primary service that exceed the cost of the service against the rate enhancement, CD, or SE prior to billing.
- 2.2.8. Subrecipient shall not submit reimbursement requests under this Subaward for any Medicaid benefit services provided for Medicaid-eligible individuals.
- 2.2.9. Subrecipient shall ensure subcontractors are actively monitoring for Medicaid eligible individuals using Medicaid provided methods.
- 2.2.10. Subrecipient shall not retain any federal funds payable or subcontractors that are received in payment for more than 72 (seventy-two) hours after receipt.
- 2.2.11. *Final Invoice and Spend Date.* The dates for final invoicing and finalizing and spending of the funds awarded under this Subaward are set forth in Attachment 1. Failure to meet these deadlines may result in DHHS disallowing costs or taking any other available remedy, as provided herein. Subrecipient's receipt of payment for June services shall not exceed sixty (60) days of end of Subaward term.
- 2.3. AWARD OF FUNDS.
- 2.3.1. *Initial Funding.* The initial funding for this Subaward is set forth in Attachment 1.
- 2.3.2. *Additional Funding.* DHHS may, subject to available funding, award additional funding to the Subrecipient under the terms of this Subaward, without a written amendment, by issuing an "Award of Additional Funds." Any "Award of Additional Funds" will supersede Attachment 1 and must: (1) be provided, in writing, to the individual in the Notices section, below; (2) include any additional or updated information required by 2 CFR § 200.331 or 45 CFR § 75.352 or other applicable law or regulation; (3) Contain any allowable extension of the Period of Performance; (4) Modify any terms related to the funds being added, including final dates for invoicing and finalizing/spending; and (5) Be signed by the designated DHHS Awarding Official. Any attached budget will supersede the previously approved budget attached to the Subaward. Additional funds may also be awarded in an amendment executed by both parties.
- 2.3.3. *Funding Updates.* DHHS may also update or modify the information contained in Attachment 1, without a written amendment. Should funding information required to be provided to the Subrecipient by 2 CFR § 200.331 or 45 CFR § 75.352, other than the total

amount of funds awarded, change during the course of this Subaward, DHHS shall issue an "Award of Funds – Funding Update." Any "Award of Funds – Funding Update" shall supersede Attachment 1, and may also be used to extend the Period of Performance and modify any terms related to the funding, such as final dates for invoicing and finalizing/spending. Funding information may also be updated in an Award of Additional Funds, or an amendment executed by both parties.

- 2.4. **BUDGET CHANGES.** Regional Governing Board approval is required for all funding shifts and documentation of approval must be submitted to DHHS. In addition, all shifts must be submitted on the required DHHS shift request form.
- 2.4.1. Shift requests will be due to DHHS by the 20th day of October, January, and April, and the final non-emergency shift request for the period of performance must be submitted on or before the 20th day of June. If the 20th of said month is a weekend or holiday, this will be the next business day. Shifts requiring DHHS approval and subsequent amendments due to change in spending authority will only be accepted in October, January and April. With DHHS Division of Behavioral Health (DBH) Director or designee permission, additional shifts may be considered and accepted by the Division at alternative dates.
- 2.4.2. DHHS will review and respond in writing within four (4) business days after a complete shift request is received by DHHS.
- 2.4.3. For the purposes of 2.4.4 and 2.4.5 categories include the following:
- 2.4.3.1. Mental Health (MH) Children's Fee for Service (FFS)
  - 2.4.3.2. MH Children's Non-Fee for Service (NFFS)
  - 2.4.3.3. Substance Use Disorder (SUD) Children's FFS
  - 2.4.3.4. SUD Children's NFFS
  - 2.4.3.5. MH FFS Emergency
  - 2.4.3.6. MH NFFS Emergency
  - 2.4.3.7. SUD FFS Emergency
  - 2.4.3.8. SUD NFFS Emergency
  - 2.4.3.9. MH Inpatient
  - 2.4.3.10. MH Promotion
  - 2.4.3.11. SUD Prevention
  - 2.4.3.12. MH FFS Residential
  - 2.4.3.13. SUD FFS Residential
  - 2.4.3.14. MH FFS Non Residential
  - 2.4.3.15. SUD FFS Non Residential
  - 2.4.3.16. MH NFFS Non Residential
  - 2.4.3.17. SUD NFFS Non Residential
  - 2.4.3.18. Region Initiatives
  - 2.4.3.19. MH Coordination/Administration
  - 2.4.3.20. SUD Coordination/Administration
- 2.4.4. Shift requests requiring prior approval by DHHS include the following:
- 2.4.4.1. Shifts into Region provided services;
  - 2.4.4.2. Shifts into or between administration or coordination;
  - 2.4.4.3. Shifts from FFS services, as defined in section 3.1.6., to NFSS services, as defined in section 3.1.7.;
  - 2.4.4.4. Shifts impacting Maintenance of Effort (MOE) (in/out of SUD or MH category);
  - 2.4.4.5. Shifts impacting Set Aside funds (Prevention, First Episode Psychosis (FEP), Housing, Women's Set Aside (WSA), etc.); and
  - 2.4.4.6. Shifts between contract categories identified in Section 2.4.3.
  - 2.4.4.7. Shift into or out of Capacity Development, Capacity Expansion and/or rate enhancement.
  - 2.4.4.8. Shifts of any funding into, within, or between NFFS services. To be considered for approval, the Subrecipient must provide each of the following:
    - 2.4.4.8.1. Original, or subsequently DHHS approved, provider(s)'s revenue and expense budget for the service(s) reflecting the actual funding amount contracted/awarded by the Subrecipient to the network provider.

- 2.4.4.8.2. Provider(s)'s revised revenue and expense budget for the service(s) indicating the expenses the new funds would be utilized to purchase.
- 2.4.4.8.3. A written justification for how the increase will be used. Including what expenses will pay for, why the expense cannot be covered by other means, and steps the provider will take to ensure service continues should the funds not be awarded.
- 2.4.4.8.4. A written assurance by the Subrecipient that all contracted FFS units agreed to be purchased in the initial approved budget plan will be paid without additional funding being required.
- 2.4.5. Shifts that do meet the provisions of 2.4.4.1 through 2.4.4.8 may be made without prior approval by DHHS but must be acknowledged by the Division.
- 2.4.6. If applicable, any additional Spending Authority will require additional Tax Match and submission of revised attestation by the Regional Governing Board.
- 2.4.7. Subrecipient may not bill for any expenses incurred by the provider or Subrecipient prior to DHHS approval or acknowledgement of the shift. This does not preclude Subrecipient, with DHHS approval, from purchasing uncompensated units of service performed prior to the shift.
- 2.5. PROGRAM INCOME. Any program income shall be handled under the matching method, as consistent with 2 CFR § 200.307 or 45 CFR § 75.307, or other applicable law.

### 3. DEFINITIONS

- 3.1. THE SUBRECIPIENT has agreed to adhere to the following definitions:
  - 3.1.1. Behavioral Health (BH) services: Services that include mental illness and mental health treatment, substance use disorder, prevention and treatment services, as well as mental health and substance use rehabilitation, recovery, and support services. For the purposes of this Agreement, MH shall mean Mental Health and SUD shall mean Substance Use Disorder.
  - 3.1.2. Regional Behavioral Health Authority (RBHA) means the regional administrative entity responsible for the development and coordination of publicly funded behavioral health services for each Behavioral Health Region, and receives State and Federal funds from DHHS. The RBHA is responsible for ensuring compliance with all state and federal statutes, regulations, rules, conditions and limitations associated with these funds.
  - 3.1.3. Network Provider: An entity receiving Federal and/or State funds from this Agreement through a subaward, contract or other agreement and is responsible for ensuring compliance with all state and federal statutes, regulations, rules, conditions and limitations associated with these funds.
  - 3.1.4. Service Category: Service categories shall be defined as identified in section 2.4.3. of this Subaward. Services categories are designated as being either MH or SUD Dual or Region Initiatives.
  - 3.1.5. Regional Governing Board means an entity established in each behavioral health region by the counties which governs the RBHA. The board consists of one county board member from each county in the region. Each regional governing board appoints a regional administrator who is responsible for the administration and management of the RBHA. The regional governing board of each RBHA, in consultation with all counties in the region, determines the amount of funding to be provided by each county under Neb. Rev. Stat. § 71-808.
  - 3.1.6. FFS - service paid on a statewide or Region set rate as identified in the budget plan documents.
  - 3.1.7. NFFS - Non Fee for Service/Expense Reimbursement – service paid on expenses based on a Region and State approved provider budget submitted during budget planning processes and identified in the budget plan documents.
- 3.2. DOCUMENTS DEFINED.
  - 3.2.1. Subrecipient shall comply with the most recent approved versions of the following documents as provided by DHHS to the Subrecipient:
    - 3.2.1.1. The DHHS requirements found in the FY22 Regional Budget Plan Guidelines.
    - 3.2.1.2. Subrecipient's approved FY22 Regional Budget Plan.

- 3.2.1.3. EBS manuals, CDS manuals, the Network Operations Manual, Professional Partner Manual, Supported Employment Manual, Prevention Manual, Audit Manual, and Supported Housing Manual.
- 3.2.1.4. The definition and requirements of Peer Support as defined in Attachment 4.
- 3.2.1.5. Behavioral Health Services and Utilization Guidelines (including a renamed and revised version of this document titled the 'Continuum of Care Manual').

#### 4. PROJECT DESCRIPTION:

- 4.1. THE SUBRECIPIENT has agreed to complete the following activities:
  - 4.1.1. Subrecipient is designated as the provider of network management for the Subrecipient's geographic area of responsibility and shall:
    - 4.1.1.1. Annually, by the deadline set by DHHS, submit to DHHS a Budget Plan for network management and BH services for the upcoming fiscal year including a detailed budget for each Region provided service.
    - 4.1.1.2. Comply with the guidelines, state statutes, standards, regulations, budget approved for the use of funds as approved on BH-20 forms, and requirements relative to the allocation of funds and provision of services specified in this Agreement.
  - 4.1.2. Subrecipient shall ensure that network providers:
    - 4.1.2.1. Participate in Needs Assessments conducted by DHHS or the Subrecipient;
    - 4.1.2.2. Demonstrate quality, appropriateness, and efficacy of treatment as required by 42 USC § 300x-53(a)(1)(A);
    - 4.1.2.3. Ensure federal confidentiality procedures are in place and offer on-going training to its workforce specific to federal confidentiality (42 CFR part 2), including the penalties for non-compliance.
    - 4.1.2.4. Improve the process for referrals of individuals to the treatment modality that is most appropriate for the individuals.
    - 4.1.2.5. Receive training on charitable choice at a minimum of once every two years as required by 42 USC § 300x-65, 42 CFR 54.8(c)(4), and 42 CFR 54.8(b).
  - 4.1.3. Designate in all subcontracts that statutory match is required by the provider including the provisions for reporting estimated and actual county and non-county funding being utilized to meet the statutory requirement by category as designated by DHHS.
  - 4.1.4. Execute subcontracts with network providers within 90 (ninety) days of the execution of this Agreement. All Letters of Agreement between Subrecipient and providers must include the consumer's name on the document.
  - 4.1.5. Maintain copies of subcontracts, agreements and amendments with network providers and make available to DHHS upon request.
  - 4.1.6. Pursuant to the Guidelines, continually monitor, review, and perform programmatic, administrative, fiscal oversight function on a regular basis with all providers.
  - 4.1.7. Subrecipient Continuous Quality Improvement Plan and Strategic Plan will be provided to DHHS upon requests.
  - 4.1.8. Maintain a network Continuity of Operations Plan (COOP) to ensure availability of services in the event of a disaster. A copy of the COOP will be provided to DHHS upon request.
  - 4.1.9. Monitor provider compliance with the following priorities for admission to services, including emergency, inpatient, residential and non-residential services, reimbursed under this Agreement, recognizing the expectation that co-occurring disorders may exist in all priority populations:
    - 4.1.9.1. MH admission priorities:
      - 4.1.9.1.1. Persons mental health board committed and being treated in a Regional Center who are ready for discharge
      - 4.1.9.1.2. Persons who are mental health board committed to inpatient care being treated in a community inpatient setting or crisis center and whom are awaiting discharge
      - 4.1.9.1.3. Persons committed to outpatient care by a Mental Health Board
      - 4.1.9.1.4. All others
    - 4.1.9.2. SUD admission priority:

- 4.1.9.2.1. Pregnant injecting drug users
- 4.1.9.2.2. Other pregnant substance users
- 4.1.9.2.3. Other injecting drug users
- 4.1.9.2.4. Women with dependent children including women who are working to regain custody of their children
- 4.1.9.2.5. All others
- 4.1.10. Ensure that Subrecipient and its network adheres to a no-refusal approach to admitting persons determined clinically and financially eligible for MH and SUD services. Clinical eligibility shall be determined in accordance with Division of Behavioral Health utilization guidelines. When consumers are referred to services authorized in the CDS, clinical eligibility shall be evidenced by authorization approval and clinical ineligibility shall be evidenced by authorization denial in the CDS.
- 4.1.11. Ensure that providers do not deny person access to MH or SUD treatment solely based on participation in Medication Assisted Treatment for a substance use disorder. Medication Assisted Treatment refers to a range of pharmacotherapy available to detoxify, maintain, or otherwise medically manage clients to treat substance use disorder. For patients determined appropriate for Medication Assisted Treatment interventions providers will make appropriate referrals to Medication Assisted Treatment services.
- 4.1.12. No later than January 10, 2022, submit to DBH the number of individuals denied services due to lack of verification in the SAVE System for calendar year 2021.
- 4.1.13. If a provider in the network has their licensure denied, revoked, suspended, or refused renewal in any service, or in the event that the provider places a consumer in imminent jeopardy of their health and safety the Subrecipient will notify DHHS, follow the provisions stated in Nebraska Administrative Code Title 172, and terminate any subcontract with the provider. If the Subrecipient is the provider of direct services to consumers and the Subrecipient's licensure is denied, revoked, suspended, or refused renewal in any service or places a consumer in immediate jeopardy, Subrecipient shall notify DHHS immediately.
- 4.1.14. Ensure staff and provider participation in the weekly entry for the waitlist and capacity reports in the CDS.
- 4.1.15. Provide voter registration assistance to clients per the National Voter Registration Act.
- 4.1.16. **Provide Medicaid eligibility and enrollment information to clients not currently enrolled in Medicaid.**
- 4.1.17. Failure of the Subrecipient to provide, ensure, and/or complete terms of this award may result in delayed payment, denied payment, corrective action plan, or termination of the subaward.
- 4.1.18. Monitor providers to ensure addendums rather than assessments are completed when appropriate. The purpose of the addendum is to clarify/update the treatment needs and recommendations and/or gather information that covers the time frame where an individual was not receiving treatment. If more than one (1) year has elapsed from the last episode of care, or if there have been significant changes in the clinical presentation which would require modification of the diagnosis and/or treatment recommendations, the provider can determine if a full assessment or an addendum is needed.
- 4.2. DHHS has agreed to do the following:
  - 4.2.1. Reimburse the Subrecipient, as provided in Attachment 3, for the provision of network management, BH services, and other specialized services as specified in this Agreement.
  - 4.2.2. Provide consultation and technical assistance to the Subrecipient.
  - 4.2.3. Be the Payer of Last Resort for consumers who meet the Clinical Criteria for an identified level of care, and who meet the Financial Eligibility as specified in the Region Policy and Fee Schedule.

## 5. ADDENDA

- A. DHHS General Terms – Subaward
- B. DHHS Insurance Requirements
- C. DHHS HIPAA Business Associate Agreement Provisions

**6. ATTACHMENTS**

- 1. Award of Initial Funds
- 2. Rates
- 3. Budget
- 4. Peer Support Definition

**7. NOTICES**

7.1. Notices shall be in writing and shall be effective upon mailing. Unless otherwise specified herein, all notices, reporting requirements, and other communications concerning this Subaward shall be sent to the following individuals and addresses.

**DHHS SUBAWARD MANAGER:**

Mikayla Johnson  
 DHHS  
 P.O. Box 95026  
 Lincoln, NE 68509-5026  
 402-471-7645  
 mikayla.johnson@nebraska.gov

**FOR SUBRECIPIENT:**

Holly Brandt  
 Region 1 Behavioral Health Authority  
 4110 Avenue D  
 Scottsbluff, NE 69361-4650  
 308-635-3173  
 hbrandt@region1bhs.net

7.2. Either party may change the individual to be noticed under this section via letter to the other party sent by U.S. Mail, postage prepaid, or via email.

**8. SIGNATURES AND CERTIFICATIONS**

8.1. AUDIT CERTIFICATION. As the Subrecipient named within this agreement, do you anticipate spending \$750,000 or more from all Federal Financial Assistance sources, including commodities, during your fiscal year? Instructions:

 **Subrecipient's Response:** Yes

If this information changes, and Subrecipient is subject to a Single Audit or no longer subject to a Single Audit, Subrecipient shall notify DHHS immediately.

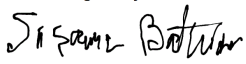
8.2. EXECUTIVE COMPENSATION REPORTING REQUIREMENT. At the time of execution of this Subaward, Subrecipient must notify DHHS, in writing, if it is required to report executive compensation pursuant to the Federal Funding Accountability and Transparency Act, Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252, and associated regulations at 2 CFR §§ 170 et seq. This is required for Subrecipients who receive more than \$25,000,000 or more in annual gross revenue in federal contracts, subcontracts, awards or subawards, and meet the other regulatory criteria listed in those sections. If Subrecipient meets these criteria, it must indicate "YES" below and fill out the executive compensation disclosure attachment (see Attachments, above). Subrecipient shall notify DHHS immediately if funding it receives changes such that it must report salaries under this requirement.

 **Subrecipient's Response:** Yes

8.3. SIGNATURES.

**FOR SUBRECIPIENT:**

*In witness hereof, I hereby execute this Subaward; I acknowledge the terms on the funding contained in this Subaward; certify as provided above; and further certify that I have authority to legally bind the Subrecipient to this Subaward.*

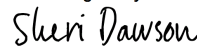
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Holly Brandt  
Region 1 Behavioral Health Authority

6/29/2021 | 08:45:36 CDT

**DHHS AWARDING OFFICIAL:**

*In witness hereof, I hereby execute this Subaward and authorize the funds included in Attachment 1 to be awarded to the Subrecipient, subject to the conditions contained in this Subaward. I further certify that I have the authority to legally bind DHHS to this Subaward.*

DocuSigned by:  
  
F9261E532A6A452...

Sheri Dawson

Director of Behavioral Health

Department of Health and Human Services  
301 Centennial Mall South  
P.O. Box 95026  
Lincoln, NE 68509-5026

6/29/2021 | 08:48:32 CDT



## ADDENDUM A

### DHHS GENERAL TERMS - SUBAWARDS

**Note:** This Addendum A cites the Uniform Grant Guidance, 2 CFR §§ 200 et seq. (“UGG”), which applies to awards from the United States Department of Agriculture (USDA), the Department of Housing and Urban Development (HUD), the Department of Labor (DOL), the Environmental Protection Agency (EPA) or other federal agencies that have adopted the UGG. The United States Department of Health and Human Services (HHS) has adopted the UGG, but has implemented and recodified it at 45 CFR §§ 75 et seq.; for awards funded by HHS, those regulations apply. 45 CFR §§ 75 et seq., including 45 CFR §§ 75 Subpart E (“Cost Principles”; UGG equivalent 2 CFR 200 §§ Subpart E) shall apply to block grant awards authorized by the Omnibus Budget Reconciliation Act of 1981 (“block grant subawards”) unless Nebraska statute or regulation has established provisions for the payment costs and services; otherwise, as provided herein, those block grant subawards are governed by 45 CFR §§ 96 et seq.

**Definitions:** For the purposes of this Addendum, “Federal Funding Agency” means the United States federal agency providing funding for this Subaward. Unless otherwise specified herein, the definitions in 2 CFR §§ 200 Subpart A or 45 CFR § 75.2 shall apply to all terms used herein. For DOL subawards, the definitions in 2 CFR §§ 2900 Subpart A also apply.

#### 1. ACCESS TO RECORDS.

- 1.1. Subrecipient shall provide access for DHHS, or its authorized representative, to any documents, papers, or other records pertinent to Subaward, in order to make audits, examinations, excerpts, and transcripts. The Subrecipient shall provide the same access to the Federal Funding Agency, the Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. These rights also includes timely and reasonable access to Subrecipient’s personnel for the purpose of interview and discussion related to such documents, papers or other records. These rights are not limited to the retention periods included herein but continue as long as the records are retained by Subrecipient.
- 1.2. Subrecipient shall maintain all financial records, supporting documents, statistical records, and all other records pertinent to Subaward, for three (3) years from the date of submission of the final expenditure report.
- 1.3. In addition to the foregoing retention periods, all records must be retained as specified in 2 CFR §§ 200.333 (a) through (f) or 45 CFR §§ 75.361 (a) through (f), as applicable. This includes, but is not limited to: if any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- 1.4. The above access to record and retention requirements apply for block grant subawards.
- 1.5. *Different Retention Periods Required by Law.*
  - 1.5.1. If the federal law requires a different record retention length, that shall apply. These include but are not limited to subawards with funding from the EPA and HUD, and may be more fully set forth herein.
  - 1.5.2. As required by law, records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) and all associated rules and regulations, including but not limited to the policies and procedures identified in 45 CFR § 164.316, shall be maintained for six (6) years from the date of their creation or date when the policy or procedures were last in effect.
- 1.6. For subawards funded by HUD Emergency Solutions Grants (ESG), Subrecipient must provide citizens, public agencies, and other interested parties with reasonable access (consistent with federal, state and local laws regarding privacy and obligations of confidentiality) to records regarding any uses of ESG funds the Subrecipient received during the preceding five (5) years.

*Source:* 2 CFR §§ 200.333 through .337; 45 CFR §§ 75.361 through 75.364; 45 CFR § 160 and § 164, including § 164.316; 24 CFR § 576.500. Other statutes and regulations may apply.

#### 2. ACKNOWLEDGEMENT OF FUNDING.

- 2.1. If Subaward involves funds from HHS, the following applies: Subrecipient must acknowledge federal and DHHS funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal and DHHS funds. Subrecipient is required to state: (1) the percentage and dollar amounts of the total program or project costs financed with federal and DHHS funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.
- 2.2. If this Subaward involves funds from USDA, Subrecipient shall comply with 2 CFR § 415.2, and shall acknowledge USDA and DHHS support of any audiovisual or publication, as set forth in said regulation.
- 2.3. Subrecipient shall comply with any other requirement regarding publications contained herein, with the applicable Federal Notice of Award, and with law.

*Source:* Departments of Labor, HHS, and Education and Related Agencies Appropriations Bill; 2 CFR § 415.2.

### 3. AUDIT AND ACCOUNTING RESPONSIBILITIES.

- 3.1. The Subrecipient shall comply with all applicable federal audit requirements, including but not limited to those in 2 CFR § 200 Subpart F or 45 CFR § 75 Subpart F; an audit required by these regulations must be prepared and issued by an independent auditor in accordance with generally accepted government auditing standards. A copy of the audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.
- 3.2. Subrecipient shall comply with 2 CFR §§ 200.508 through 200.512 or 45 CFR §§ 75.508 through 75.512, as applicable, including but not limited to: (a) procure or otherwise arrange for the audit required by this part in accordance with § 200.509 (§ 75.509), and ensure it is properly performed and submitted when due in accordance with § 200.512 (§ 75.512); (b) prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with § 200.510 (§ 75.510); (c) promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with § 200.511 (§ 75.511); (d) provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by law.
- 3.3. In addition to, and in no way in limitation of any obligation in this Subaward, Subrecipient shall be liable for audit exceptions, and shall return to DHHS all payments made under this Subaward for which an exception has been taken or that has been disallowed because of such an exception, upon demand from DHHS.
- 3.4. The Subrecipient shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves the right to require Subrecipient to submit required financial reports on the accrual basis of accounting. If Subrecipient's records are not normally kept on the accrual basis, Subrecipient is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).

*Source:* 31 U.S.C. §§ 7501 et seq.; 2 CFR §§ 200 Subpart F; 45 CFR §§ 75 Subpart F.

4. AMENDMENT. This Subaward may be modified only by written amendment executed by both parties. No alteration or variation of the terms of Subaward shall be valid unless made in writing and signed by the parties. Notwithstanding the above, DHHS may add additional funding as specifically set forth in the paragraph entitled "Award of Additional Funding" in the Subaward.
5. ASSIGNMENT. The Subrecipient shall not assign or transfer any interest, rights, or duties under this Subaward 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 material noncompliance with Subaward.
6. CLOSEOUT AND POST-CLOSEOUT.

- 6.1. *Closeout.* The following closeout procedures apply to this Subaward at the end of each Period of Performance:
  - 6.1.1. Subrecipient shall follow all invoicing and liquidation requirements contained in the Subaward.
  - 6.1.2. Consistent with the terms of the federal award, and after all reports are received, DHHS shall make any necessary adjustments upward or downward in the federal share of costs.
  - 6.1.3. DHHS shall make prompt payments, as consistent with the terms set forth herein, for all actual and allowable costs under the terms of this Subaward.
  - 6.1.4. Subrecipient shall immediately return to DHHS any unobligated balance of cash advanced or shall manage such balance in accordance with DHHS instructions.
- 6.2. *Post-Closeout Adjustments and Continuing Responsibilities.* The closeout of the Subaward does not affect any of the following:
  - 6.2.1. The right of DHHS to disallow costs and recover funds on the basis of a later audit or other review. DHHS shall make any cost disallowance determination and notify Subrecipient within the record retention period.
  - 6.2.2. The obligation of Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
  - 6.2.3. Audit requirements in 2 CFR § 200 Subpart F or 45 CFR § 75 Subpart F.
  - 6.2.4. As applicable, property management and disposition requirements in 2 CFR §§ 200.310 through 200.316 or 45 CFR §§ 75.317 through 75.323.
  - 6.2.5. Records retention as required Section 1 of this Addendum.
- 6.3. After closeout of the federal award, a relationship created under the federal award may be modified or ended in whole or in part with the consent of DHHS and the Subrecipient, provided the responsibilities of the Subrecipient referred to above, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the Subrecipient, as appropriate.
- 6.4. At the end of the latest running Period of Performance identified in Attachment 1, Subrecipient shall assist and cooperate in the orderly transition and transfer of Subaward activities and operations with the objective of preventing disruption of services, if necessary.

*Source:* 2 CFR § 200.331 or 45 CFR § 75.352(a)(6); 2 CFR § 200.343 or 45 CFR § 75.386; 45 CFR § 75.309; 2 CFR § 200.344 or 45 CFR § 75.386.

## 7. COMPLIANCE WITH CIVIL RIGHTS AND EQUAL OPPORTUNITY EMPLOYMENT LAW.

- 7.1. The Subrecipient shall comply with all applicable local, state and federal law regarding civil rights, including but not limited to: Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000(d) et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.
- 7.2. Subrecipient, by execution of Subaward, also understands and acknowledges this Subaward is subject to the following regulations regarding nondiscrimination: 45 CFR §§ 75 et seq. and 45 CFR §§ 80 et seq. (nondiscrimination under programs receiving or benefitting from assistance through HHS); 45 CFR §§ 84 et seq. (nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from federal financial assistance); 45 CFR §§ 85 et seq. (nondiscrimination on the basis of handicap in HHS programs or activities receiving federal financial assistance); 45 CFR §§ 86 et seq. (nondiscrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance); 45 CFR §§ 87 et seq. (Equal Treatment for Faith-Based Organizations); and 45 CFR §§ 91 et seq. (nondiscrimination on the basis of age in HHS programs or activities receiving federal financial assistance).
- 7.3. Violation of the above statutes and regulations will constitute material non-compliance with the terms of this Subaward and may result in any of the Remedies for Noncompliance listed herein, or any other remedy available under law.
- 7.4. To comply with law, including but not limited to Neb. Rev. Stat. § 48-1122, Subrecipient shall insert a similar provision to .1, above, into all subawards and contracts under this Subaward.

*Source:* Statutes and regulations cited above.

## 8. CONFIDENTIALITY.

- 8.1. Any and all confidential or proprietary information gathered in the performance of this Subaward, 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; provided, however, that contrary provisions in this Subaward shall be deemed to be authorized exceptions to this general confidentiality provision.
- 8.2. If this Subaward involves HUD ESG funds, the Subrecipient shall develop and implement written procedures to ensure:
  - 8.2.1. All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local Homeless Management Information System) of any individual or family who applies for and/or receives DHHS assistance will be kept secure and confidential;
  - 8.2.2. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under this Subaward shall not be made public, except with written authorization of the person responsible for the operation of the shelter; and
  - 8.2.3. The address or location of any housing of a program participant shall not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.
  - 8.2.4. The confidentiality procedures of Subrecipient shall be in writing and must be maintained in accordance with this section.
- 8.3. For the purposes of this section, "confidential or proprietary information" means any information subject to any legal restriction governing its use or disclosure. This may include, but is not limited to, protected health information as defined by HIPAA.

*Source:* Various statutes as may apply to the particular information being gathered, including but not limited to HIPAA; 24 CFR § 576.500.

## 9. CONFLICTS OF INTEREST.

- 9.1. In the performance of this Subaward, Subrecipient shall avoid all conflicts of interest and all appearances of conflicts of interest. Subrecipient shall not acquire an interest either directly or indirectly that will conflict in any manner or degree with performance, and shall immediately notify DHHS in writing of any such instances encountered.
- 9.2. If this Subaward involves funds from HHS, Subrecipient must be in accordance with applicable HHS awarding agency (the organization or component of HHS authorized to make and administer awards) policy. Current policies may be found online.
- 9.3. If this Subaward involves funds from the USDA, Subrecipient must maintain written standards of conduct covering conflict of interest and governing the performance of its employees in the selection, award and administration of federal awards, as consistent with 2 CFR § 400.2(b)(1) and (2).
- 9.4. If this Subaward involves funds from the EPA, Subrecipient shall comply with subsection 1, above, as consistent with the EPA's Final Financial Assistance Conflict of Interest Policy, currently available online at: <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>.
- 9.5. If this Subaward involves ESG funds from HUD, Subrecipient must also follow 24 CFR § 576.404, as applicable.

*Source:* 2 CFR § 200.112 or 45 CFR § 75.112; 2 CFR § 400.2.

## 10. COSTS.

- 10.1. Under this Subaward, DHHS shall only pay for actual and allowable costs (as defined in this section) incurred during the Period of Performance.
  - 10.1.1. To be allowable, all costs must be:
    - Necessary for the performance of the subaward activities;
    - Reasonable, as provided in 2 CFR § 200.404 or 45 CFR § 75.404;
    - Allocable to the federal award, as provided in 2 CFR § 200.405 or 45 CFR § 75.405;

- Consistent with all other requirements of the Cost Principles; and
  - Consistent with all other law, regulation, policy, or other requirements applicable to the state or federal funds involved.
- 10.1.2. To be actual, all costs must be finalized and spent by the appropriate dates set forth in Close and Post Close-Out, Attachments, and as otherwise set forth herein.
- 10.2. For HUD subawards, all costs must also meet the requirements of 24 CFR §§ 570 et seq., 24 CFR §§ 574 et seq., and 24 CFR §§ 576 et seq., as applicable.
- 10.3. For DOL subawards, all costs must also meet the requirements of 2 CFR §§ 2900 Subpart E.
- 10.4. If anything in any budget attached to this Subaward conflicts with the regulations cited herein, or with any applicable law or the federal Notice of Award, the regulations, and law and federal Notice of Award, shall govern.
- 10.5. If this Subaward is a block grant award, and if there are not existing statute or regulations governing the manner and method of payment of the particular costs or services, DHHS will apply the requirements in .1 of this section, above, to determine whether the costs shall be paid. Said costs must also be consistent with the requirements for the particular block grant in 45 CFR §§ 96 et seq.
- 10.6. If this Subaward involves both federal and state funds, any requirements applicable to the federal funds shall also be applied to the state funds.

*Source:* Regulations cited in this section.

#### 11. DATA OWNERSHIP AND INTELLECTUAL PROPERTY.

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

*Source:* Various statutes depending on information; 2 CFR § 200.315 or 45 CFR § 75.322; HHS Grants Policy Statement; 37 CFR §§ 401 et seq.; Federal Notices of Award (as applicable).

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

*Source:* 2 CFR § 200.213 or 45 CFR § 75.213; 2 CFR §§ 180 et seq.; 2 CFR §§ 25 et seq.

13. DOCUMENTS INCORPORATED BY REFERENCE. All references in this Subaward to laws, rules, regulations, guidelines, directives, addenda, and attachments, which set forth standards or procedures to be followed by Subrecipient in discharging its obligations under Subaward, shall be deemed incorporated by reference and made a part of Subaward with the same force and effect as if set forth in full text herein.

14. DRUG-FREE WORKPLACE. Subrecipient certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Subrecipient shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.

*Source:* State of Nebraska Drug-Free Workplace Policy.

15. FEDERAL FINANCIAL ASSISTANCE / FAITH-BASED ACTIVITIES.

15.1. *Federal Financial Assistance*. Subrecipient shall comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. The Subrecipient certifies that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, or proselytization. This provision, however, does not apply to subawards listed in 45 CFR § 87.2, or to subawards funded with HUD funds.

15.2. *Faith-Based Activities*. If this Subaward involves HUD funds, and as per 24 CFR § 576.406 or 24 CFR § 574.300(c), as applicable, the Subrecipient shall comply with the requirements found in 24 CFR § 5.109 for full participation by Faith-Based and Community Organizations. These requirements may be more fully set forth herein.

*Source:* 45 C.F.R. §§ 87.1-87.2; 24 CFR § 576.406; 24 CFR § 574.300(c).

16. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under Subaward 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 noncompliance with Subaward. 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 Subaward which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume the work described in the Project Description 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 any requirements under Subaward.

17. FUNDING AVAILABILITY. DHHS may terminate the Subaward, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give Subrecipient written notice thirty (30) days prior to the effective date of any termination under this section. DHHS shall give full credit to Subrecipient for noncancelable obligations properly incurred by Subrecipient prior to termination, and costs incurred on, or prior to, the termination date. If the amount contained in any attached budget is greater than the amount contained in Attachment 1, that additional amount does not represent a guarantee of additional funding. Budgets attached to this Subaward may be based on total amount of expected funding, not actually available funding awarded to DHHS from the Federal Funding Agency. Any attached budget only represents a guarantee of the amount of funding included in Attachment 1.

18. GOVERNING LAW.

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

18.2. The parties shall comply with all applicable federal, state, and local law in the performance of Subaward, and with all terms and conditions established by the Federal Funding Agency in the applicable Terms and Conditions or Federal Notice of Award, and in the HHS Grants Policy Statement, if this is applicable and the Subaward involves HHS funds. Legal obligations required hereunder include, but are not limited to: 2 CFR §§ 200 et seq. or 45 CFR §§ 75 et seq., all statutes and regulations specific to the funds involved, and all applicable confidentiality and privacy statutes and regulations, current and as amended, including but not limited to HIPAA.

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

19.1. The Subrecipient, its employees, any subrecipients the Subrecipient may award under this award, and subrecipients' employees may not—

19.1.1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

19.1.2. Procure a commercial sex act during the period of time that the award is in effect; or

19.1.3. Use forced labor in the performance of the Subaward.

*Source:* 22 USC §§ 7101 et seq.

20. INDEMNIFICATION.

20.1. The Subrecipient shall defend, indemnify, hold, and save harmless DHHS and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against DHHS, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of Subrecipient, its employees, consultants, representatives, and agents, except to the extent such Subrecipient’s liability is attenuated by any action of DHHS that directly and proximately contributed to the claims.

20.2. DHHS’ liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its subrecipients.

20.3. Notwithstanding the above, if Subrecipient is a local governmental agency or political subdivision of the State of Nebraska, nothing in Subaward shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of Subaward. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons shall be determined according to applicable law.

21. INDEPENDENT ENTITY. Subrecipient is an independent entity and neither it nor any of its employees shall, for any purpose, be deemed employees of DHHS. The Subrecipient shall employ and direct such personnel as it requires to perform the project activities under the Subaward, 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 completing work as contemplated by this Subaward.

22. INTEGRATION. This written Subaward 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 Subaward.

23. LOBBYING.

23.1. No federal or state funds paid under this Subaward shall be paid for any lobbying costs as set forth herein.

23.2. *Lobbying Prohibited by 31 U.S.C. § 1352 and 45 CFR §§ 93 et seq., and Required Disclosures.*

23.2.1. Subrecipient certifies that no federal or state appropriated funds shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with this award for: (a) the awarding of any federal agreement; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

23.2.2. 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 Subaward, Subrecipient shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

23.3. *Lobbying Activities Prohibited under Federal Appropriations Bills.*

23.3.1. No funds under Subaward shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.

23.3.2. No funds under this Subaward shall be used to pay the salary or expenses of any grant or subaward recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

23.3.3. The prohibitions in the two sections immediately above shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

23.4. *Lobbying Costs Unallowable Under the Cost Principles.* In addition to the above, no funds shall be paid for executive lobbying costs as set forth in 2 CFR § 200.450(b) or 45 CFR § 75.450(b). If Subrecipient is a nonprofit organization or an Institute of Higher Education, other costs of lobbying are also unallowable as set forth in 2 CFR § 200.450(c) or 45 CFR § 75.450(c).

*Source:* 31 U.S.C. § 1352; 45 CFR §§ 93 et seq.; Appropriations bills; 2 CFR § 200.450 or 45 CFR § 75.450.

24. **MANDATORY DISCLOSURES.** The Subrecipient must disclose to DHHS, in a timely manner and in writing, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Subaward in accordance with 2 CFR § 200.113 or 45 CFR § 75.113, as applicable. Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.338 or 45 CFR § 75.371, as applicable, including suspension or debarment. (See also 2 CFR § 180 et seq. and 31 U.S.C. § 3321).

*Source:* 2 CFR § 200.113 or 45 CFR § 75.113.

25. **NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING.** Subrecipient acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any Subrecipient who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to: individuals; to a corporation, if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company, if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services. The



parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at: [http://www.revenue.nebraska.gov/tax/current/fill-in/f\\_w4na.pdf](http://www.revenue.nebraska.gov/tax/current/fill-in/f_w4na.pdf)

26. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Subrecipient shall review the Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/2-201.html> and ensure that products or services provided under the Subaward comply with the applicable standards. In the event such standards change during Subrecipient's performance, DHHS may create an amendment to the Subaward to request that Subrecipient comply with the changed standard at a cost mutually acceptable to the parties. This section shall apply only if, under Neb. Rev. Stat. § 73-205, this Subaward involves the expenditure of state funds in the purchase of information technology or an automated information system.

27. NEW EMPLOYEE WORK ELIGIBILITY STATUS.

27.1. The Subrecipient shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing project activities 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. § 1324(a), 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.

27.2. If Subrecipient is an individual or sole proprietorship, the following applies:

27.2.1. The Subrecipient 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).

27.2.2. If Subrecipient indicates on such attestation form that he or she is a qualified alien, Subrecipient agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify Subrecipient's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

27.2.3. The Subrecipient understands and agrees that lawful presence in the United States is required and Subrecipient may be disqualified or the Subaward terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

*Source:* Neb. Rev. Stat. § 4-108 et seq.

28. NOTICE OF STATE-DESIGNATED CLUSTER OF PROGRAMS. Pursuant to 2 CFR § 200.331 or 45 CFR § 75.352, this provision provides notice that DHHS has designated the Public Health Emergency Preparedness / Hospital Preparedness Program grants (CFDAs 93.069 and 93.889, under 93.074) as a Cluster of programs. For auditing purposes, and as set forth in 2 CFR § 200.518 or 45 CFR § 75.518, a Cluster of programs must be considered as one program for Major program determinations.

*Source:* 2 CFR § 200.17 or 45 CFR § 75.2.

29. ORDER OF PREFERENCE.

29.1. Unless otherwise specifically stated in an amendment to this Subaward, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference:

1. Amendments to the Subaward with the most recently dated amendment having highest priority.
2. The Subaward, excluding any attachments, with the following addenda in order of preference: DHHS General Terms – Subawards; DHHS HIPAA Business Associate Agreement Provisions – Subawards (if included); DHHS Insurance Requirements – Subawards (if included).
3. Attachment 1.
4. All other attachments to this Subaward.

29.2. These documents constitute the entirety of the Subaward. Any ambiguity or conflict in the Subaward discovered after its execution, not otherwise addressed herein, shall be resolved in

accordance with the rules of interpretation as established in the State of Nebraska, unless other rules are set forth according to federal law.

### 30. PAYMENT AND PAYMENT REQUESTS.

- 30.1. *Payment.* Unless otherwise provided herein, and if payment is being made by reimbursement, DHHS will make payment to the Subrecipient within 30 days of receipt of Subrecipient's payment request, unless the request is improper or contains deficiencies. Payments may be withheld as set forth in 2 CFR § 200.305(a)(6) or 45 CFR § 75.305(a)(6), as otherwise provided herein, or according to other applicable law.
- 30.2. *Payment Requests.* All requests for payments submitted by Subrecipient shall contain sufficient detail to support payment. Subrecipient must be able to provide source documentation or other verification of all claimed costs, either provided with its request for payment, or available to DHHS.
- 30.3. *ACH.* The Subrecipient shall complete and sign the State of Nebraska Automated Clearing House (ACH) Enrollment Form and obtain the necessary information and signatures from its financial institution. The completed form must be submitted before payments to Subrecipient can be made. ACH Form: [http://www.das.state.ne.us/accounting/nis/address\\_book\\_info.htm](http://www.das.state.ne.us/accounting/nis/address_book_info.htm)

*Source:* Neb. Rev. Stat. §§ 81-2401 through 81-2408; 2 CFR § 200.302 or 45 CFR § 75.302.

31. PUBLIC COUNSEL. In the event Subrecipient provides health and human services to individuals on behalf of DHHS under the terms of this award, Subrecipient shall submit to the jurisdiction of the Public Counsel under Neb. Rev. Stat. §§ 81-8,240 through 81-8,254 with respect to the project activities under Subaward. This clause shall not apply to subawards between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

*Source:* Neb. Rev. Stat. § 73-401.

### 32. REMEDIES FOR NON-COMPLIANCE.

- 32.1. DHHS may, if Subrecipient fails to comply with federal statutes, regulations, or with the terms of the Subaward:
- 32.1.1. Impose any of the Specific Conditions listed in 2 CFR § 200.207 or 45 CFR § 75.207;
  - 32.1.2. Temporarily withhold any payments pending the correction of the deficiency by Subrecipient;
  - 32.1.3. Disallow all or part of the cost of the activity or action not in compliance;
  - 32.1.4. Wholly or partly suspend or terminate Subaward (see also Termination, below);
  - 32.1.5. Recommend suspension or debarment proceedings be initiated by the Federal Funding Agency; and
  - 32.1.6. Take any other remedies that may be legally available.
- 32.2. If DHHS imposes items .3, .4, or .6, above, DHHS may withhold future payments or seek repayment to recoup costs paid by DHHS.
- 32.3. If DHHS has determined, in its sole discretion, that this Subaward is also a contract for services as defined in Chapter 73 of the Nebraska Revised Statutes, the following provisions apply:
- 32.3.1. *Corrective Action Plan.* If Subrecipient fails to meet the Scope of Work as set forth in the Subaward, DHHS may require Subrecipient to complete a Corrective Action Plan (hereinafter "CAP").
    - 32.3.1.1. DHHS shall set a deadline for the CAP to be provided to DHHS, but shall provide Subrecipient reasonable notice of said deadline. In its notice, DHHS shall identify each issue to be resolved.
    - 32.3.1.2. The CAP will include, but is not limited to, a written response noting the steps being taken by Subrecipient to resolve each issue(s), including a date that the issue(s) will be resolved.
    - 32.3.1.3. If Subrecipient fails to provide a CAP by the deadline set by DHHS, fails to provide DHHS with a CAP demonstrating the issues regarding performance will be remedied, or fails to meet the deadline(s) set in the CAP for resolution of the issue(s), DHHS may withhold payments (for the work or deliverables) related to the

issues identified by DHHS, or exercise any other remedy set forth in this Subaward or available under law.

32.3.2. *Breach of Subaward.* DHHS may terminate the Subaward, in whole or in part, if Subrecipient fails to perform its obligations under the Subaward in a timely and proper manner. DHHS may, by providing a written notice to Subrecipient, allow Subrecipient to cure a breach within a period of thirty (30) days or longer at DHHS's discretion, considering the gravity and nature of the breach. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing Subrecipient time to cure a breach does not waive DHHS's right to immediately terminate the Subaward for the same or different breach at a different time.

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

32.4. Nothing in this section shall preclude the pursuit of other remedies as allowed by law.

*Source:* 2 CFR § 200.338 or 45 CFR § 75.371.

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

*Source:* Various privacy statutes, rules and regulations depending on information; DHHS Research Policy.

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

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

*Source:* Public Law 103-227.

36. SUBRECIPIENTS OR CONTRACTORS UNDER THIS SUBAWARD.

36.1. Subrecipient shall not subaward nor contract any portion of Subaward without written notice to DHHS (a budget attached to this Subaward or approved, in writing, by DHHS shall be considered written notice for this section). DHHS reserves the right to reject a subrecipient or contractor, but such rejection shall not be arbitrary or capricious.

36.2. In contracting or subawarding any portions of Subaward, Subrecipient shall follow 2 CFR §§ 200.318 through 200.326 or 45 CFR §§ 75.327 through 75.335, as applicable. If subawarding out any portion of Subaward, Subrecipient shall monitor the subaward as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. As

applicable, Subrecipient shall follow the requirements for pass-through entities, including but not limited to 2 CFR § 200.331 or 45 CFR § 75.352.

- 36.3. Subrecipient shall maintain copies of all procurement contracts and documentation of its compliance with the provisions cited above.
- 36.4. Subrecipient shall ensure that all contractors and subrecipients comply with all requirements of this Subaward and applicable federal, state, county and municipal laws, ordinances, rules, and regulations.

*Source:* 2 CFR §§ 200.318 through 200.326 or 45 CFR §§ 75.327 through 75.335; 2 CFR § 200.331 or 45 CFR § 75.352.

37. SURVIVAL. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of Subaward, including but not limited to those clauses that specifically state survival, survive the expiration or termination of this Subaward.

38. TERMINATION.

38.1. This Subaward may be terminated in whole or in part as follows:

38.1.1. DHHS may terminate the Subaward if the Subrecipient fails to comply with the terms of this Subaward; for cause; or as otherwise set forth in Addendum A, applicable law, or the Subaward.

38.1.2. The Subrecipient may terminate the Subaward upon sending written notification to DHHS setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if DHHS determines in the case of partial termination that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Federal award was made, DHHS may terminate the Subaward in its entirety. In either case, the effective date shall be as provided by the Subrecipient and as consistent with the period set forth in the Subaward.

38.1.3. DHHS and the Subrecipient may agree to terminate this Subaward; however, the two parties must agree, in writing, upon the termination conditions, including the effective date and, in case of partial termination, the portion to be terminated.

38.2. All notices of termination must be consistent with 2 CFR § 200.339 or 45 CFR § 75.372 and shall provide a notice period and effective date as set forth in this Subaward.

38.3. In addition to the procedures set forth in Close-Out and Post Close-Out, above (if applicable), if this Subaward is terminated by Subrecipient, or by DHHS for any reason including but not limited to Remedies for Noncompliance, the Subrecipient shall not incur new obligations after the notice of termination of the Subaward, and shall cancel as many outstanding obligations as possible. DHHS shall give full credit to Subrecipient for the federal share of noncancelable obligations properly incurred by Subrecipient prior to termination, and costs incurred on, or prior to, the termination date.

*Source:* 2 CFR § 200.339 or 45 CFR § 75.372.

39. WHISTLEBLOWER PROTECTIONS. The Subrecipient shall comply with the provisions of 41 U.S.C. § 4712, which states an employee of a contractor, subcontractor, grantee, or subrecipient may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

39.1. The Subrecipient's employees are encouraged to report fraud, waste, and abuse. The Subrecipient shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

39.2. The Subrecipient shall include this requirement in any agreement made with a subcontractor or subrecipient.

*Source:* 41 U.S.C. § 4712

## ADDENDUM B

### DHHS INSURANCE REQUIREMENTS – SUBAWARDS

1. **General Requirement.** Subrecipient shall not commence work under this subaward until all the insurance required herein has been obtained and a copy of the certificate of insurance compliant with this Addendum has been submitted to the Subaward Manager. Subrecipient shall maintain all required insurance for the life of this subaward and shall ensure that DHHS has the most current certificate of insurance throughout the life of this subaward.
  - 1.1. If by the terms of any insurance a mandatory deductible is required, or if Subrecipient elects to increase the mandatory deductible amount, the Subrecipient shall be responsible for payment of the amount of the deductible in the event of a paid claim.
  - 1.2. Insurance coverages shall function independent of all other clauses in the subaward, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this addendum.
  - 1.3. Notice of cancellation of any required insurance policy must be submitted to Subrecipient Manager, as set forth in the subaward, when issued, and a new coverage binder shall be submitted immediately to ensure no break in coverage.
  
2. **Required Insurance.** Subrecipient shall take out and maintain during the life of this subaward such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Subrecipient and any contractor performing work covered by this subaward from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this subaward, whether such operation be by the Subrecipient or by any contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter. The policy shall include DHHS, shall be primary, and any insurance or self-insurance carried by DHHS shall be considered excess and non-contributory.
  - 2.1. The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Abuse & Molestation, Personal Injury and Contractual Liability coverage.
  - 2.2. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.
  - 2.3. Subrecipient shall maintain this insurance at the following amounts:

<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<b><i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i></b>	
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$1,000,000
<b>LIABILITY WAIVER</b>	

“Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory.”

3. *Required Workers’ Compensation Insurance.* If Subrecipient is subject to the Nebraska Workers’ Compensation Act, Subrecipient shall take out and maintain during the life of this contract the statutory Workers’ Compensation and Employer’s Liability Insurance for all of the Subrecipient’s employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Subrecipient shall require the contractor similarly to provide Workers’ Compensation and Employer’s Liability Insurance for all of the contractor’s employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of DHHS. The amounts of such insurance shall not be less than the following limits:

<b>WORKERS’ COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>SUBROGATION WAIVER</b>	
“Workers’ Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska.”	

4. *Additional Required Insurance.* Subrecipient shall maintain insurance, subject to all the applicable requirements provided above, in the following amounts:

<b>PROFESSIONAL LIABILITY</b>	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$2,000,000

## ADDENDUM C

### DHHS HIPAA BUSINESS ASSOCIATE AGREEMENT PROVISIONS SUBAWARDS

1. **BUSINESS ASSOCIATE.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR § 160.103, and in reference to the party in this subaward, shall mean Subrecipient.
2. **COVERED ENTITY.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the party to this subaward, shall mean DHHS.
3. **HIPAA RULES.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. **SECURITY INCIDENT.** “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
5. **OTHER TERMS.** The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Unsecured Protected Health Information, and Use. The term Subrecipient shall have the meaning set forth in 2 CFR § 200.93 / 45 CFR § 75.2. Contractor as used herein shall mean the same as the term Subcontractor in the HIPAA Rules.
6. **THE SUBRECIPIENT** shall do the following:
  - 6.1. Not use or disclose Protected Health Information other than as permitted or required by this subaward or as required by law. Subrecipient may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this subaward. Use or disclosure must be consistent with DHHS’ minimum necessary policies and procedures.
  - 6.2. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in this subaward and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
  - 6.3. To the extent Subrecipient is to carry out one or more of the DHHS’ obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Subrecipient may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
  - 6.4. In accordance with 45 CFR §§ 164.502(E)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and contractors that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from the Subrecipient on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Subrecipient with respect to such information.
  - 6.5. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Subrecipient of any instances of which it is aware that the confidentiality of the information has been breached.
  - 6.6. Subrecipient shall maintain and make available within fifteen (15) days in a commonly used electronic format:
    - 6.6.1. Protected Health Information to DHHS as necessary to satisfy DHHS’ obligations under 45

CFR § 164.524;

- 6.6.2. Any amendment(s) to Protected Health Information as directed or agreed to by DHHS pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;
- 6.6.3. The information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.
- 6.7. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Subrecipient on behalf of the DHHS available to the Secretary or DHHS for purposes of determining compliance with the HIPAA rules. Subrecipient shall provide DHHS with copies of the information it has made available to the Secretary at the same time as it was made available to the Secretary.
- 6.8. Report to DHHS within fifteen (15) days of which the Subrecipient becomes aware, any unauthorized use or disclosure of Protected Health Information made in violation of this subaward, or the HIPAA rules, including any security incident that may put electronic Protected Health Information at risk. Subrecipient shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of this subaward through the preparation and completion of a written Corrective Action Plan subject to the review and approval by DHHS. The Subrecipient shall be responsible for all breach notifications in accordance with HIPAA rules and regulations and all costs associated with security incident investigations and breach notification procedures.
- 6.9. Business Associate shall indemnify, defend, and hold harmless DHHS for any financial loss as a result of claims brought by third parties and which are caused by the failure of Subrecipient, its officers, directors, agents or subcontractors to comply with the terms of this Subaward or for penalties imposed by the HHS Office of Civil Rights for any violations of the HIPAA rules caused by Subrecipient, its officers, directors, agents or subcontractors. Additionally, Subrecipient shall indemnify DHHS for any time and expenses it may incur from breach notifications that are necessary under the HIPAA Breach Notification Rule, which are caused by a failure of Subrecipient, its officers, directors, agents or subcontractors to comply with the terms of this Subaward.

## 7. TERMINATION.

- 7.1. DHHS may immediately terminate this subaward and any and all associated subawards if DHHS determines that the Subrecipient has violated a material term of this subaward.
- 7.2. Within thirty (30) days of expiration or termination of this subaward, or as agreed, unless Subrecipient requests and DHHS authorizes a longer period of time, Subrecipient shall return or at the written direction of DHHS destroy all Protected Health Information received from DHHS (or created or received by Subrecipient on behalf of DHHS) that Subrecipient still maintains in any form and retain no copies of such Protected Health Information. Subrecipient shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by DHHS to be infeasible, Subrecipient shall use such Protected Health Information only for purposes that makes such return or destruction infeasible and the provisions of this subaward shall survive with respect to such Protected Health Information.
- 7.3. The obligations of the Subrecipient under the Termination Section shall survive the termination of this subaward.



## ATTACHMENT 1 – AWARD OF INITIAL FUNDS

SUBRECIPIENT INFORMATION	
<b>Subrecipient Name</b>	Region 1 Behavioral Health Authority
<b>Subrecipient DUNS Number</b>	180271645
<b>Parent DUNS Number</b>	
<b>Principal Place of Performance (City/State/Country/Zip Code+4)</b>	Scottsbluff, NE 69361-4650
<b>Nebraska Congressional District</b>	3rd

FUNDING TOTALS	
<b>Total Amount of Federal Funds Obligated by this Action</b>	\$572,537.54
<b>Total Amount of State Cash Funds Obligated</b>	\$411,818.00
<b>Total Amount of State General Funds Obligated</b>	\$3,972,478.35
<b>Total Amount of Federal Award Committed to Subrecipient</b>	<i>Same as Total Subaward Below</i>
<b>TOTAL SUBAWARD</b>	<b>\$4,956,833.89</b>

AWARDED FUNDS								
Federal Agency Name	Catalog of Federal Domestic Assistance (CFDA) Name	CFDA Number	Federal Award Date	Federal Award Identifier Number (FAIN)	Amount of Federal Funds Obligated	Period of Performance	Date Funds Must be Finalized/ Spent by Subrecipient	Date Final Invoice due to DHHS
Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment	Substance Abuse Prevention & Treatment Block Grant	93.959	September 24, 2020	B08TI083064-01	\$34,950.11	July 1, 2021 and ends September 30, 2021.	September 30, 2021.	November 12, 2021.
Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for	Substance Abuse Prevention & Treatment Block Grant	93.959	April 5, 2021	B08TI083463-01	\$337,580.43	July 1, 2021 and ends June 30, 2022.	June 30, 2022.	August 12, 2022.

**ATTACHMENT 1 – AWARD OF INITIAL FUNDS**

Substance Abuse Treatment								
Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Mental Health Services	Block Grants for Community Mental Health Services	93.958	September 25, 2020	B09SM082615-01	\$29,241.48	July 1, 2021 and ends September 30, 2021.	September 30, 2021.	November 12, 2021.
Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment	Block Grants for Community Mental Health Services	93.958	February 3, 2021	B09SM083814-01	\$170,765.52	July 1, 2021 and ends June 30, 2022.	June 30, 2022.	August 12, 2022.

<b>INDIRECT COST RATE</b>	
<b>Rate:</b> N/A	Indirect costs shall not be paid as part of this subaward.

**REVISED PRELIMINARY  
FY22 BH RATES\*  
Community Mental Health and Substance Abuse Services  
as of July 1, 2021**

2%

LEVEL OF CARE	SERVICES	MH or SUD	Population (A=Adults; Y=Youth)	UM (Auth or Reg)	Unit	FY-22
Non-Residential Services	<b>LEVEL 1</b>					
	Day Treatment	MH	A	Auth	Day	\$219.31
	Partial Care	SUD	A	Auth	Day	\$81.38
	<b>LEVEL 2</b>					
	Intensive Outpatient	SUD	A,Y	Auth	Hour	\$35.92
	<b>LEVEL 3</b>					
	Day Rehabilitation	MH	A	Auth (for day only; will pay for 1/2 day)	Day/5 hrs	\$69.87
					1/2 Day/3 hrs	\$39.23
	<b>LEVEL 4</b>					
	Assessment	MH, SUD	A,Y	Reg	Per Assessment	\$250.68
	Addendum	MH, SUD	A,Y	Reg	Per Addendum	\$127.84
	Outpatient Therapy					
	Individual	MH, SUD	A,Y	Reg	45 Mins	\$126.27
	Family	MH, SUD	A,Y	Reg	45 Mins	\$126.27
	Group	MH, SUD	A,Y	Reg	Per Consumer hour	\$31.57
	Intensive Community Services	MH, SUD	A	Reg	Month	Region rate or NFFS
	Medication Management	MH	A,Y	Reg	15 mins	\$71.98
	Opioid Treatment	SUD	A	Reg	Hour	Region rate or NFFS
	<b>LEVEL 5</b>					
	Day Support	MH	A	Reg	Day	Region rate or NFFS
	Peer Support					
	Individual	MH, SUD	A,Y	Reg	15 mins	\$12.32
	Group	MH, SUD	A,Y	Reg	Per Consumer 15 min	\$8.48
	Recovery Support	MH, SUD	A	Reg	15 mins	Region rate or NFFS
	Supported Employment	MH, SUD	A,Y	Reg	Milestone 1	\$1,000.00
					Milestone 2	\$1,500.00
					Milestone 3	\$1,500.00
					Milestone 4	\$1,500.00
					Milestone 5 (15 mins)	\$18.15
	Supp. Employment Benefit Services	MH	A	Reg	15 mins	\$12.75
	Support Housing	MH, SUD	A,Y	Reg	Month	Up to \$6,000 per person per 12 month
	Therapeutic Consultation	MH	Y	Reg	15 mins	Region rate or NFFS

\*DHHS reserves the right to adjust rates upon notification, in writing, to the Subrecipient.

**REVISED PRELIMINARY  
FY22 BH RATES\***  
**Community Mental Health and Substance Abuse Services  
as of July 1, 2021**

2%

LEVEL OF CARE	SERVICES	MH or SUD	Population (A=Adults; Y=Youth)	UM (Auth or Reg)	Unit	FY-22
	<i>Transitional</i>					
Residential Services	Psych Residential Rehab	MH	A	Auth	Day	\$136.12
	Dual Disorder Residential	SUD	A	Auth	Day	\$263.08
	Short Term Residential	SUD	A	Auth	Day	\$234.88
	Therapeutic Community	SUD	A	Auth	Day	\$165.86
	Halfway House	SUD	A	Auth	Day	\$119.94
	<i>Intermediate</i>					
	Intermediate Residential	SUD	A	Auth	Day	\$171.03
	Secure Residential (Inc Room & Board)	MH	A	Auth	Day	\$410.52
Secure Resid Room & Board Only (for Medicaid eligible only)	MH	A	NA	Day	\$39.03	
Inpatient	Acute Inpatient	MH	A	Auth	Day	\$919.53
	Subacute Inpatient	MH	A	Auth	Day	\$689.64
	Inpatient Post Commitment	MH, SUD	A	Reg	Day	\$689.64
	Crisis Youth Inpatient	MH	Y	Reg	Day	\$919.53
Emergency Services	24 hr. Crisis Phone	MH, SUD	A,Y	NA	15 mins	Region rate or NFFS
	Crisis Assessment	MH, SUD	A,Y	Reg	Assessment	Region rate or NFFS
	Crisis Response Teams	MH	A,Y	Reg	15 min	Region rate or NFFS
	Respite	MH, SUD	A,Y	Reg	Day	Region rate or NFFS
	Crisis Stabilization	MH	A	Reg	Day	Region rate or NFFS
	Hospital Diversion (less than 24 hours)	MH	A	Reg	Hour	Region rate or NFFS
	Hospital Diversion (over 24 hours)	MH	A	Reg	Day	Region rate or NFFS
	Emerg Psychiatric Observation	MH	A	Reg	Hour	Region rate or NFFS
	Emerg Community Support	MH, SUD	A	Reg	15 min	Region rate or NFFS
	Social Detox- Dually located (3.2 Withdrawal Management)	SUD	A	Reg	Day	\$207.94
	Social Detox -Independently located (3.2 Withdrawal Management)	SUD	A	Reg	Day	\$225.02
	Medically Managed Residential Withdrawal Management (3.7 Withdrawal Management)	SUD	A	Reg	Day	TBD
EPC Srvc (INVOL)	MH, SUD	A	Reg	Day	\$919.53	

DHHS reserves the right to adjust rates upon notification, in writing, to the Subrecipient.

**REVISED PRELIMINARY  
FY22 BH RATES\*  
Community Mental Health and Substance Abuse Services  
as of July 1, 2021**

2%

LEVEL OF CARE	SERVICES	MH or SUD	Population (A=Adults; Y=Youth)	UM (Auth or Reg)	Unit	FY-22
Community Support Services	Assertive Community Treatment (ACT)	MH	A	Auth	Day	\$51.03
	Assertive Community Treatment - APRN(ACT)	MH	A	Auth	Day	\$51.03
	Community Support	MH	A	Auth	Month	\$327.92
	Community Support	MH	A	Auth	15 min	\$27.26
	Community Support	SUD	A	Auth	Month	\$290.34
	Community Support	SUD	A	Auth	15 min	\$24.13
	Professional Partner	MH	Y	Reg	Month	\$896.54
	Multi Systemic Therapy	MH	Y	Reg	Hour	Region rate or NFFS
Prevention Services	Information Dissemination	SUD	A,Y	NA	Activity/Event/ Program	Region rate or NFFS
	Education	SUD	A,Y	NA	Activity/Event/ Program	Region rate or NFFS
	Alternative Activities	SUD	A,Y	NA	Activity/Event/ Program	Region rate or NFFS
	Problem Solving/Referral	SUD	A,Y	NA	Activity/Event/ Program	Region rate or NFFS
	Community Based Process	SUD	A,Y	NA	Activity/Event/ Program	Region rate or NFFS
	Environmental	SUD	A,Y	NA	Activity/Event/ Program	Region rate or NFFS
	Training	SUD	A,Y	NA	Activity/Event/ Program	Region rate or NFFS
First Episode Psychosis (Coordinated Speciality Care)	<b>Outpatient, Medication Management, Supported Employment same as above</b>					<b>FEP Under Review</b>
	Supported Education	MH	A,Y	Reg	15 mins	\$18.15
	Team Meeting	MH	Indiv Therapist	NA	Hour	\$100.00
	Team Meeting	MH	Family Therapist	NA	Hour	\$100.00
	Team Meeting	MH	Med Mgmt Prescriber	NA	Hour	\$150.00
	Team Meeting	MH	Supported Emp/Educ	NA	Hour	\$45.00

\*Refers to regularly scheduled multi-agency team meetings required by CSC that are not a normal activity or provision of the service.

DHHS reserves the right to adjust rates upon notification, in writing, to the Subrecipient.

Attachment 3 - Budget

## Summary of Budget by Funding Category

**Selected Contracts:**

11111-Y3--Region 1--FY22 Mental Health and Substance Abuse Contract

**Mental Health**

Funding Category	Cash Fund Amount Budgeted	General Fund Amount Budgeted	Total State Amount Budgeted	Federal Amount Budgeted	Funding Category Budgeted Amount
Children	\$ 0.00	\$ 802,560.71	\$ 802,560.71	\$ 160,007.00	\$ 962,567.71
Coordination/Administration	\$ 0.00	\$ 490,009.02	\$ 490,009.02	\$ 0.00	\$ 490,009.02
Emergency	\$ 0.00	\$ 402,555.64	\$ 402,555.64	\$ 0.00	\$ 402,555.64
Inpatient	\$ 212,253.46	\$ 103,144.85	\$ 315,398.31	\$ 0.00	\$ 315,398.31
Non Residential	\$ 199,564.54	\$ 1,002,049.10	\$ 1,201,613.64	\$ 40,000.00	\$ 1,241,613.64
Region Initiative	\$ 0.00	\$ 10,000.00	\$ 10,000.00	\$ 0.00	\$ 10,000.00
Residential	\$ 0.00	\$ 175,701.00	\$ 175,701.00	\$ 0.00	\$ 175,701.00
UnAllocated	\$ 0.00	\$ 40,207.59	\$ 40,207.59	\$ 0.00	\$ 40,207.59
<b>Total</b>	<b>\$ 411,818.00</b>	<b>\$ 3,026,227.91</b>	<b>\$ 3,438,045.91</b>	<b>\$ 200,007.00</b>	<b>\$ 3,638,052.91</b>

**Substance Abuse Disorder**

Funding Category	Cash Fund Amount Budgeted	General Fund Amount Budgeted	Total State Amount Budgeted	Federal Amount Budgeted	Funding Category Budgeted Amount
Children	\$ 0.00	\$ 11,645.49	\$ 11,645.49	\$ 0.00	\$ 11,645.49
Coordination/Administration	\$ 0.00	\$ 379,157.46	\$ 379,157.46	\$ 0.00	\$ 379,157.46
Emergency	\$ 0.00	\$ 42,114.25	\$ 42,114.25	\$ 5,045.80	\$ 47,160.05
Inpatient	\$ 0.00	\$ 13,792.80	\$ 13,792.80	\$ 0.00	\$ 13,792.80
Non Residential	\$ 0.00	\$ 261,062.43	\$ 261,062.43	\$ 177,750.69	\$ 438,813.12
Prevention	\$ 0.00	\$ 0.00	\$ 0.00	\$ 87,967.53	\$ 87,967.53
Region Initiative	\$ 0.00	\$ 5,000.00	\$ 5,000.00	\$ 0.00	\$ 5,000.00
Residential	\$ 0.00	\$ 192,727.34	\$ 192,727.34	\$ 101,766.52	\$ 294,493.86
UnAllocated	\$ 0.00	\$ 40,750.67	\$ 40,750.67	\$ 0.00	\$ 40,750.67
<b>Total</b>	<b>\$ 0.00</b>	<b>\$ 946,250.44</b>	<b>\$ 946,250.44</b>	<b>\$ 372,530.54</b>	<b>\$ 1,318,780.98</b>

<b>Grand Total</b>	<b>\$ 411,818.00</b>	<b>\$ 3,972,478.35</b>	<b>\$ 4,384,296.35</b>	<b>\$ 572,537.54</b>	<b>\$ 4,956,833.89</b>
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Service Name	<b>PEER SUPPORT</b>
Setting	Peer support services may be provided in an outpatient office/clinic, individual's home and/or community setting. Secure telehealth delivery is allowable, as deemed clinically appropriate.
Facility License	As required by DHHS Division of Public Health.
Basic Definition	<p>The provision of Peer Support services facilitates recovery. Recovery means a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential.</p> <p>The service is separate and distinct from other behavioral health services provided to a consumer and is designed to assist individuals/families in initiating and maintaining the process of recovery and resiliency to improve quality of life, increase resiliency, and to promote health and wellness. The core element of the service is the development of a relationship based on shared lived experience and mutuality between the provider and the individual/family. Services are trauma informed/culturally sensitive and facilitate effective system navigation, empowerment, hope, resiliency, voice and choice, and system of care values. Service is person/family centered, promotes self-directed recovery and supports self-advocacy and empowerment through interventions that emphasize safety, self-worth, growth, connection to community, planning and social supports.</p> <p>This service can be provided to consumers and families in individual and group settings.</p>
Service Expectations :	<ul style="list-style-type: none"> <li>◦ A mental health or Substance Use Disorder assessment describing the service needs of the consumer, completed by a licensed clinician authorized to perform this service, must have been completed prior to initiating peer support services. A copy of the assessment(s) should be found in the consumer's peer support file; if unable to obtain, documentation will be found describing efforts to obtain.</li> <li>◦ A Wellness and Recovery Service Plan (WRSP) is developed through shared decision making inclusive of the individual/family and must identify specific areas to be addressed; clear and realistic goals and objectives; strategies, and recovery support services to be implemented; criteria for achievement; target dates; methods for evaluating the individual's progress; a discharge plan, wellness plan, and crisis prevention plan that includes defining early warning signs and triggers and response.</li> <li>◦ The Wellness and Recovery Service Plan (WRSP) is developed within 30 days following admission, reviewed and updated a minimum of every 90 days, or more frequently as clinically necessary thereafter while receiving services. The individual/parent shall sign the plan to indicate involvement in the planning; refusal to sign and why will be noted on Plan.</li> <li>◦ Coordinate care with other providers of service. Obtain copies of other active treatment/service plans to ensure care coordination and to assist in development of WRSP. The clinical consultant is responsible for reviewing and signing off on the Wellness and Recovery Service Plan.</li> <li>◦ Family Peer Support Services provided to care-givers/family are directed to support the acquisition of skills to assist in improved outcomes for youth with complex needs.</li> <li>◦ Complete developmentally appropriate screenings to identify strengths, ability, and at-risk behavior, including suicide, at admission and throughout program; if imminent danger is identified appropriate steps must be taken to minimize risk.</li> </ul>

	<ul style="list-style-type: none"> <li>◦ WRSP Peer support service interventions to support individuals on their recovery journey include :             <ul style="list-style-type: none"> <li>◦ Person centered-strength based planning;</li> <li>◦ System navigation, accessing community resources, and engagement with formal and informal resources and supports through coaching/mentoring,</li> <li>◦ Assist individuals in accessing resources and to locate and join existing self-help groups;</li> <li>◦ Education about topics such as healthy personal boundaries, individual rights, self-management, and the significance of shared decision making;</li> <li>◦ Self-advocacy activities that enhance problem solving abilities and improve health and well-being; and</li> <li>◦ Crisis support.</li> </ul> </li> <li>◦ For Family Peer support, provide education to family to support building parenting skills and understanding trauma.</li> <li>◦ Collaborate and serve as a valuable member of the individual/family/guardian’s care team.</li> <li>◦ Clinical consultation between a licensed provider and the peer support provider must occur every 90 days or as often as necessary to update progress or revise the WRSP.</li> <li>◦ Clinical Consultation shall be available to provide consultation on various situations that arise to the level of “crisis” with the individual and/or family</li> </ul>
<p>Length of Service</p>	<p>As identified by the individual, the coordinated treatment team, and as determined clinically necessary.</p>
<p>Staffing</p>	<p>The peer support provider must meet the following criteria:</p> <ul style="list-style-type: none"> <li>• Be 19 years of age or older;</li> <li>• Self-identify as having lived experience as an individual with a mental health/substance use disorder or as a parent/care-giver to a child with a mental health/substance use disorder; for family peer support providers must have experience parenting a child/youth with a behavioral health challenge.</li> <li>• Have a high school diploma or equivalent with two years of lived recovery.</li> <li>• Have certification as described by the Division of Behavioral Health.</li> </ul> <p>The clinical consultant assumes professional responsibility for the services provided by the peer support provider. Clinical consultants must be licensed as one of the following:</p> <ul style="list-style-type: none"> <li>• Psychiatrist;</li> <li>• Licensed Psychologist;</li> <li>• Provisionally Licensed Psychologist;</li> <li>• Advanced Practice Registered Nurse (APRN), Nurse Practitioner (NP); or Registered Nurse (RN)</li> <li>• Licensed Independent Mental Health Practitioner (LIMHP);</li> <li>• Licensed Mental Health Practitioner (LMHP);</li> <li>• Provisionally Licensed Mental Health Professional (PLMHP);</li> <li>• Licensed Alcohol and Drug Counselor (LADC) for substance use only; and</li> <li>• Provisionally Licensed Alcohol and Drug Counselor (PLADC) for substance use only.</li> </ul>



## Attachment 4

Staffing ratio	<ul style="list-style-type: none"> <li>• The ratio for clinical consultant to peer support provider as needed to meet clinical consultation expectations described above.</li> <li>• Caseloads for peer support providers must not exceed 1:25.</li> <li>• Groups are a minimum of three and a maximum of 12 participants.</li> </ul>
Hours of Operation	Peer support services will be available during times that meet the need of the individual and families served which may include evenings, weekends or both.
Rate	A minimum of one (1) hour of face to face direct service per month is required. Multiple face to face contacts and hours of service are recommended. If a face to face does not occur then documentation must be maintained logging peer provider's attempts to contact individual/ family, or reason for cancellation.
Desired Individual Outcome	<ul style="list-style-type: none"> <li>• The individual/family has achieved maximum benefit from the service or no longer wishes to receive the service;</li> <li>• The individual/family's recovery and wellness plan is sustainable. The individual/family demonstrates the ability to identify their strengths, needs, access resources and successfully navigate various systems to engage with those resources;</li> <li>• The individual/family has formal and informal supports in place;</li> </ul>
Admission Guidelines	<ul style="list-style-type: none"> <li>• Presence of a mental health and/or a substance use disorder that would benefit from this service; and</li> <li>• The individual is enrolled in active behavioral health services; and</li> <li>• Presents with symptoms and/or functional deficits that interfere with the individual's ability to maintain a routine of wellness and sustained recovery.</li> <li>• For Family Peer Support, caregiver of a child/adolescent living with a severe emotional disturbance, substance use disorder, who is experiencing urgent behavioral/emotional challenges in the home, school, and/or community. Serious Emotional Disturbance is evidenced by significant functional impairments due to their behavioral health diagnosis.</li> </ul>
Continued Stay Guidelines	<ul style="list-style-type: none"> <li>• The individual/family continues to meet the admission guidelines for peer support services; and</li> <li>• There is reasonable likelihood of substantial benefit as a result of active continuation of this service as demonstrated by objective behavioral measurements of improvements; and</li> <li>• The individual/family is making progress toward their goals and is actively participating in the interventions.</li> </ul>