

GRANT AWARD**STATE OF NEBRASKA – DEPARTMENT OF HEALTH AND HUMAN SERVICES**

The Nebraska Department of Health and Human Services, Division of Behavioral Health, Community Based Services (“DHHS”), has awarded this financial assistance (“Grant Agreement”) to Region V Systems (“Grantee”).

GRANTEE INFORMATION

Grantee Name	Grantee Address
Region V Systems	1645 N Street Lincoln, NE 68508
Grantee Unique Entity ID (UEI)	Parent UEI Number (if Applicable)
ENVMRK23X86	
Principal Place of Performance	Nebraska Congressional District
Lincoln, NE	<input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd

GRANT DETAILS

Type of Grant Agreement	
Subaward	Grant Agreement
Purpose of Grant Agreement	Authority to Grant
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)	Public Health Service (PHS) Act, Subparts I, II, & III, B, Title XIX / 45 Code of Federal Regulations (CFR) Part 96
Does this Grant Agreement involve research?	No
See 2 CFR § 200.1 or 45 CFR § 75.2.	
Was this Grant Agreement the result of a competitive award (Request for Applications)?	No
Does this Grant Agreement involve the provision of services directly to DHHS clients, or to the public?	Yes

FUNDING INFORMATION

Funding information for this Grant Award is provided in the Attachment – Grant Funding.

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As consistent with federal regulation, DHHS has set forth the funding to be provided under this Grant Agreement in the included Attachment – Grant Funding. As provided in the DHHS General Terms – Grant Agreements – Federal Funds, information may be updated by DHHS as award information changes. Updates to this funding information will be sent electronically to Grantee. Revisions to the Grant Work Plan or budget submitted by Grantee and approved by DHHS will be incorporated into this Grant Agreement with an updated Attachment – Grant Funding.

FINANCIAL INFORMATION

Type of Payment	Invoicing Schedule
Reimbursement	Monthly
<p>Payment shall be made under this Grant Agreement as consistent with all applicable federal and state statutes, regulations, and policies.</p> <p>The Grant Work Plan is subject to any budget incorporated into this Grant Agreement.</p> <p><i>For Fixed Amount Awards:</i> The total grant amount is assessed to be a reasonable estimate of actual cost. DHHS will issue payment consistent with the reporting requirements, performance measurements, and/or other requirements identified in the Grant Work Plan.</p> <p><i>For Advance Payment:</i> For DHHS to issue any advance payment, Grantee must first provide DHHS with a written statement identifying those costs it anticipates it will incur and spend within the next thirty (30) days.</p>	<p>Grantee shall submit requests for payment to DHHS on the schedule identified above. Upon request by DHHS, Grantee shall submit supporting documentation sufficient to verify all claimed costs and to support payment.</p>
Budget Changes	
25% (Twenty-five Percent)	
<p>Grantee is permitted to reassign funds from one line item to another line item within the approved budget. If funds are reassigned between line items, prior approval from DHHS is required for cumulative budget transfer requests for costs exceeding the identified percentage above of the current total approved budget. Budget revision requests shall be submitted in writing to DHHS. DHHS will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt.</p>	
Program Income Type	
Subtraction	
<p>Any program income shall be handled under the method described above, as consistent with 2 CFR § 200.307 or 45 CFR § 75.307, or other applicable law.</p>	

GRANT AWARD**STATE OF NEBRASKA – DEPARTMENT OF HEALTH AND HUMAN SERVICES****ADDENDA****Addenda**

DHHS General Terms – Grant Agreements – Federal Funds

DHHS HIPAA Business Associate Agreement Provisions – Grant Agreements – Federal and State Funds

ATTACHMENTS AND FORMS**Attachments**

Grant Funding

Grant Work Plan

Summary Budget

Financial Eligibility

FY24 Division of Behavioral Health Rates

SIGNATURES

IN WITNESS HEREOF, the parties hereto have duly executed this Grant Agreement, and each individual signing below certifies that he or she has the authority to legally bind the party to this Grant Agreement.

FOR DHHS	FOR GRANTEE
	Patrick Kreifels Regional Administrator
DATE:	DATE:

DHHS GENERAL TERMS – GRANT AGREEMENTS FEDERAL FUNDS – SUBAWARDS

This Addendum applies to Grant Agreements for which DHHS has awarded funds from the United States government. Under federal law, this is a Subaward. Any state funds that may also be awarded in the Grant Agreement shall follow the same requirements set forth herein.

This Addendum cites the Uniform Grant Guidance, 2 CFR Part 200 (“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 Part 75; for awards funded by HHS, those regulations apply. 45 CFR Part 75, including 45 CFR Part 75 Subpart E (“Cost Principles”; UGG equivalent 2 CFR Part 200 Subpart E), shall apply to block grant awards authorized by the Omnibus Budget Reconciliation Act of 1981 (“block grant subawards”) unless a Nebraska statute or regulation has established provisions for the payment of costs and services; otherwise, as provided herein, those block grant subawards are governed by 45 CFR Part 96.

Definitions

For the purposes of this Addendum, “Federal Funding Agency” means the United States government agency providing funding for the Grant Agreement.

For the purposes of this Addendum, “Grant Agreement” is synonymous with “Subaward” and “Grantee” is synonymous with “Subrecipient,” as defined in 2 CFR § 200.1 or 45 CFR § 75.2.

Further, unless otherwise specified herein, the definitions in 2 CFR § 200.1 or 45 CFR § 75.2 shall apply to all terms used herein. For DOL subawards, the definitions in 2 CFR Part 2900 Subpart A also apply.

General Terms

1. **AMENDMENT.** The Grant Agreement may be modified only by written amendment executed by both parties. No alteration or variation of the terms of the Grant Agreement 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 Grant Agreement.
2. **ASSIGNMENT.** Grantee shall not assign or transfer any interest, rights, or duties under the Grant Agreement 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 the Grant Agreement.
3. **CONFIDENTIALITY.**
 - 3.1. Any and all confidential or proprietary information gathered in the performance of the Grant Agreement, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS; provided, however, that contrary provisions in the Grant Agreement shall be deemed to be authorized exceptions to this general confidentiality provision.
 - 3.2. If the Grant Agreement involves HUD Emergency Solutions Grants (ESG) funds, Grantee shall develop and implement written procedures to ensure that:
 - 3.2.1. 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 shall be kept secure and confidential;
 - 3.2.2. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the Grant Agreement shall not be made public,

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except with written authorization of the person responsible for the operation of the shelter;
and

- 3.2.3. 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.
- 3.3. The confidentiality procedures of Grantee shall be in writing and must be maintained in accordance with this section.
- 3.4. For 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 the Health Insurance Portability and Accountability Act (HIPAA).

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

4. **COMPLIANCE WITH CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY LAW.**

- 4.1. Grantee shall comply with all applicable local, state, and federal laws 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.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*; the Age Discrimination in Employment Act of 1967, 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.
- 4.2. Grantee, by execution of the Grant Agreement, also understands and acknowledges that the Grant Agreement is subject to the following regulations regarding nondiscrimination: 45 CFR Part 80 (nondiscrimination under programs receiving federal assistance through the U.S. Department of Health and Human Services (“HHS”) effectuation of Title VI of the Civil Rights Act of 1964); 45 CFR Part 84 (nondiscrimination on the basis of handicap in programs or activities receiving federal financial assistance); 45 CFR Part 85 (enforcement of nondiscrimination on the basis of handicap in programs or activities conducted by HHS); 45 CFR Part 86 (nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance); 45 CFR Part 87 (equal treatment for faith-based organizations); and 45 CFR Part 91 (nondiscrimination on the basis of age in programs or activities receiving federal financial assistance from HHS).
- 4.3. Violation of the above statutes and regulations shall constitute material noncompliance with the terms of the Grant Agreement, and may result in any of the remedies set forth in the Remedies for Noncompliance section herein, or any other remedy available under law.
- 4.4. To comply with law, including, but not limited to, Neb. Rev. Stat. § 48-1122, Grantee shall insert a similar provision to subsection 4.1 into all subawards and contracts under the Grant Agreement.

Source: Statutes and regulations cited above.

5. **DOCUMENTS INCORPORATED BY REFERENCE.** All references in the Grant Agreement to laws, rules, regulations, guidelines, directives, addenda, and attachments, which set forth standards or procedures to be followed by Grantee in discharging its obligations under the Grant Agreement, shall be deemed incorporated by reference and made a part of the Grant Agreement with the same force and effect as if set forth in full text herein.
6. **FORCE MAJEURE.** Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the Grant Agreement due to a natural disaster, or other similar event outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute noncompliance with the Grant Agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under the Grant Agreement, which are reasonably related to the Force Majeure Event, shall be suspended, and the affected party shall do everything reasonably necessary

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to resume performance as soon as possible. Labor disputes with the impacted party's own employees shall not be considered a Force Majeure Event, and shall not suspend any requirements under the Grant Agreement.

7. GOVERNING LAW.

- 7.1. Notwithstanding any other provision of the Grant Agreement, or any amendment or addendum 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 Nebraska's Constitution, statutes, common law, and regulations; (2) the Grant Agreement shall be interpreted and enforced under the laws of Nebraska, except where preempted by federal law; (3) any action to enforce the provisions of the Grant Agreement must be consistent with federal and state law; (4) the person signing the Grant Agreement on behalf of DHHS does not have the authority to waive Nebraska's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the Grant Agreement, if any, are entered into subject to Nebraska's Constitution, statutes, common law, regulations, and sovereign immunity; and (6) all terms of the Grant Agreement, 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 Grant Agreement are entered into specifically subject to Nebraska's Constitution, statutes, common law, regulations, and sovereign immunity.
- 7.2. The parties shall comply with all applicable federal, state, and local laws in the performance of the Grant Agreement, and with all terms and conditions established by the Federal Funding Agency in the applicable Terms and Conditions of the federal Notice of Award, and in the HHS Grants Policy Statement, if this is applicable and the Grant Agreement involves HHS funds. Legal obligations required hereunder include, but are not limited to, 2 CFR Part 200 or 45 CFR Part 75, 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.

8. INDEMNIFICATION.

- 8.1. Grantee 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 Grantee, its employees, consultants, representatives, and agents, except to the extent such Grantee's liability is attenuated by any action of DHHS that directly and proximately contributed to the claims.
- 8.2. DHHS' liability is limited to the extent provided by the Nebraska State Tort Claims Act, Neb. Rev. Stat. §§ 81-8,209 to 81-8,235, the Nebraska State Contract Claims Act, Neb. Rev. Stat. §§ 81-8,302 to 81-8,306, the Nebraska State Miscellaneous Claims Act, Neb. Rev. Stat. §§ 81-8,294 to 81-8,301, and any other applicable provisions of law. DHHS does not assume liability for the actions of its subrecipients.
- 8.3. Notwithstanding the above, if Grantee is a local governmental agency or political subdivision of the State of Nebraska, nothing in the Grant Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of the Grant Agreement. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors, assigns, or by third persons shall be determined according to applicable law.

9. **INDEPENDENT ENTITY.** Grantee is an independent entity and neither it nor any of its employees shall, for any purpose, be deemed employees of DHHS. Grantee shall employ and direct such personnel as it requires to perform its obligations under the Grant Agreement, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability, and other federal, state,

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county, and municipal laws, ordinances, rules, and regulations required of an employer completing work as contemplated by the Grant Agreement.

10. **INTEGRATION.** The written Grant Agreement represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in the Grant Agreement.
11. **NOTICE OF STATE-DESIGNATED CLUSTER OF PROGRAMS.** Pursuant to 2 CFR § 200.332 or 45 CFR § 75.352, this provision provides notice that DHHS has designated the Public Health Emergency Preparedness/Hospital Preparedness Program grants (Federal Assistance Listing Numbers 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 § 200.1 or 45 CFR § 75.2.

12. **PUBLIC COUNSEL.** In the event Grantee provides health and human services to individuals on behalf of DHHS under the terms of the Grant Agreement, Grantee shall submit to the jurisdiction of the Public Counsel under Neb. Rev. Stat. §§ 81-8,240 through 81-8,254 with respect to project activities under the Grant Agreement. Pursuant to Neb. Rev. Stat. § 73-401, this provision 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, Neb. Rev. Stat. §§ 81-2237 to 81-2264.

Source: Neb. Rev. Stat. § 73-401.

13. **ORDER OF PREFERENCE.**

- 13.1. Unless otherwise specifically stated in an amendment to the Grant Agreement, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference:
1. Amendments to the Grant Agreement, with the most recently dated amendment having highest priority;
 2. The Grant Agreement, excluding any attachments, with the following addenda in order of preference: DHHS General Terms – Grant Agreements – Federal Funds; DHHS HIPAA Business Associate Agreement Provisions – Grant Agreements (if included);
 3. Attachment - Grant Funding; and
 4. All other attachments to the Grant Agreement.
- 13.2. These documents constitute the entirety of the Grant Agreement. Any ambiguity or conflict in the Grant Agreement discovered after its execution and 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 pursuant to federal law.

14. **NOTICES.** Notices shall be in writing and shall be effective upon mailing or e-mailing. All deliverables and required reports under any Grant Work Plan shall be electronically sent to the DHHS Project Manager designated under the applicable Grant Work Plan. Written notices, such as notices of termination, shall be mailed or e-mailed to the DHHS Project Manager, and to the DHHS Office of Procurement and Grants.

NOTICES

DHHS	Grantee
Individual designated as DHHS Project Manager	Unless otherwise provided in the Work Plan, the designated contact for the Grantee is the same individual executing the Grant Agreement on behalf of the Grantee.
AND	

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DHHS Office of Procurement and Grants Grants Unit 301 Centennial Mall South Lincoln, NE 68509 DHHS.Grants@nebraska.gov	
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Grantee shall provide a Notices contact to DHHS in writing at the time the Grant Agreement is executed. Unless otherwise specified in writing to DHHS, the individual who executes the Grant Agreement on behalf of the Grantee will be the Notices contact.

15. **SEVERABILITY.** If any term or condition of the Grant Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Grant Agreement did not contain the particular provision held to be invalid.
16. **SURVIVAL.** All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of the Grant Agreement, including, but not limited to, those provisions that specifically mention survival, survive the expiration or termination of the Grant Agreement.

Grant Monitoring

17. **CLOSEOUT AND POST-CLOSEOUT.**
- 17.1. *Closeout.* The following closeout procedures apply to the Grant Agreement at the end of each Period of Performance:
- 17.1.1. Grantee shall follow all invoicing and liquidation requirements contained in the Grant Agreement;
 - 17.1.2. 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;
 - 17.1.3. DHHS shall make prompt payments, as consistent with the terms set forth herein, for all actual and allowable costs under the terms of the Grant Agreement; and
 - 17.1.4. Grantee shall immediately return to DHHS any unobligated balance of cash advanced or shall manage such balance in accordance with DHHS instructions.
- 17.2. *Post-Closeout Adjustments and Continuing Responsibilities.* The closeout of the Grant Agreement does not affect any of the following:
- 17.2.1. 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 Grantee within the record retention period;
 - 17.2.2. The obligation of Grantee to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;
 - 17.2.3. Audit requirements in 2 CFR Part 200 Subpart F or 45 CFR Part 75 Subpart F;
 - 17.2.4. As applicable, property management and disposition requirements in 2 CFR §§ 200.310 through 200.316 or 45 CFR §§ 75.316 through 75.323; and
 - 17.2.5. Records retention, as required in the Access to Records section herein.
- 17.3. 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 Grantee, provided the responsibilities of Grantee referred to above, including those for property management, as applicable, are considered and provisions made for continuing responsibilities of Grantee, as appropriate.
- 17.4. At the end of the latest running Period of Performance identified in the Grant Funding Attachment, Grantee shall assist and cooperate in the orderly transition and transfer of the Grant Agreement activities and operations with the objective of preventing disruption of services, if necessary.

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Source: 2 CFR § 200.332(a)(6) or 45 CFR § 75.352(a)(6); 2 CFR § 200.344; 45 CFR § 75.309; 2 CFR § 200.345 or 45 CFR § 75.386; other regulations cited above.

18. REMEDIES FOR NONCOMPLIANCE.

- 18.1. DHHS may, if Grantee fails to comply with federal statutes, regulations, or with the terms of the Grant Agreement:
- 18.1.1. Impose any of the specific conditions listed in 2 CFR § 200.208 or 45 CFR § 75.207;
 - 18.1.2. Temporarily withhold any payments pending the correction of the deficiency by Grantee;
 - 18.1.3. Disallow all or part of the cost of the activity or action not in compliance;
 - 18.1.4. Wholly or partly suspend or terminate the Grant Agreement (see Termination section herein);
 - 18.1.5. Recommend suspension or debarment proceedings be initiated by the Federal Funding Agency; and/or
 - 18.1.6. Take any other remedies that may be legally available.
- 18.2. If DHHS imposes items 18.1.3, 18.1.4, or 18.1.6, above, DHHS may withhold future payments or seek repayment to recoup costs paid by DHHS.
- 18.3. If DHHS has determined, in its sole discretion, that the Grant Agreement is also a contract for services as defined in Chapter 73 of the Nebraska Revised Statutes, the following provisions apply:
- 18.3.1. *Corrective Action Plan.* If Grantee fails to fulfill the Grant Work Plan attached to the Grant Agreement, DHHS may require Grantee to complete a Corrective Action Plan (hereinafter, "CAP").
 - 18.3.1.1. DHHS shall set a deadline for the CAP to be provided to DHHS, but shall provide Grantee reasonable notice of said deadline. In its notice, DHHS shall identify each issue to be resolved.
 - 18.3.1.2. The CAP shall include, but is not limited to, a written response noting the steps being taken by Grantee to resolve each issue(s), including a date that the issue(s) will be resolved.
 - 18.3.1.3. If Grantee fails to provide a CAP by the deadline set by DHHS, or fails to provide DHHS with a CAP demonstrating how 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 the Grant Agreement or available under law.
 - 18.3.2. *Breach of Grant Agreement.* DHHS may terminate the Grant Agreement, in whole or in part, if Grantee fails to perform its obligations under the Grant Agreement in a timely and proper manner. DHHS may, by providing a written notice to Grantee, allow Grantee to cure a breach within a period of thirty (30) days or longer at DHHS' discretion, upon 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 Grantee time to cure a breach does not waive DHHS' right to immediately terminate the Grant Agreement for the same or a different breach at a different time.
 - 18.3.2.1. DHHS' failure to make payment shall not be a breach, and the Grantee shall retain all available statutory remedies and protections.
- 18.4. Nothing in this section shall preclude the pursuit of other remedies as allowed by law.

Source: 2 CFR § 200.339 or 45 CFR § 75.371.

19. TERMINATION.

- 19.1. The Grant Agreement may be terminated, in whole or in part, as follows:
- 19.1.1. DHHS may terminate the Grant Agreement if Grantee fails to comply with the terms of the Grant Agreement; for cause; or as otherwise set forth in this Addendum, applicable law, or the Grant Agreement.

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- 19.1.2. Grantee may terminate the Grant Agreement upon sending written notification to DHHS setting forth the reasons for such termination, the effective date of termination, 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 Grant Agreement will not accomplish the purposes for which the federal award was made, DHHS may terminate the Grant Agreement in its entirety. In either case, the effective date shall be as provided by Grantee as consistent with the period set forth in the Grant Agreement.
- 19.1.3. DHHS and the Grantee may agree to terminate the Grant Agreement; 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.
- 19.2. All notices of termination must be consistent with 2 CFR § 200.340 or 45 CFR § 75.372, and shall provide a notice period and effective date of termination as set forth in the Grant Agreement.
- 19.3. In addition to the procedures set forth in the Closeout and Post-Closeout section herein (if applicable), if the Grant Agreement is terminated by Grantee, or by DHHS for any reason, including, but not limited to, as set forth in the Remedies for Noncompliance section herein, Grantee shall not incur new obligations after the notice of termination of the Grant Agreement, and shall cancel as many outstanding obligations as possible. DHHS shall give full credit to Grantee for the federal share of noncancelable obligations properly incurred by Grantee prior to termination, and costs incurred on, or prior to, the termination date.

Source: 2 CFR § 200.340 or 45 CFR § 75.372.

Grantee Duties

20. ACCESS TO RECORDS.

- 20.1. Grantee shall provide access to DHHS, or its authorized representative, to any documents, papers, or other records pertinent to the Grant Agreement, in order to make audits, examinations, excerpts and transcripts. Grantee 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 include timely and reasonable access to Grantee'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 Grantee.
- 20.2. Grantee shall maintain all financial records, supporting documents, statistical records, and all other records pertinent to the Grant Agreement, for three (3) years from the date of submission of the final expenditure report.
- 20.3. In addition to the foregoing retention periods, all records must be retained as specified in 2 CFR § 200.334(a)-(f) or 45 CFR § 75.361 (a)-(f), as applicable. This includes, but is not limited to, if any litigation, claim, or audit is started before the expiration of the three (3) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- 20.4. The above access to record and retention requirements apply for block grant subawards.
- 20.5. *Different Retention Periods Required by Law.*
- 20.5.1. If 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, as may be more fully set forth herein.
- 20.5.2. 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.

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20.6. For Grant Agreements funded by HUD Emergency Solutions Grants (ESG), Grantee 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 Grantee received during the preceding five (5) years.

Source: 2 CFR §§ 200.334 through 200.338; 45 CFR §§ 75.361 through 75.364; 45 CFR Part 160 and Part 164, including § 164.316; 24 CFR § 576.500. Other statutes and regulations may also apply.

21. ACKNOWLEDGEMENT OF FUNDING.

21.1. If the Grant Agreement involves funds from HHS, the following applies: Grantee 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. Grantee 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.

21.2. If the Grant Agreement involves funds from the USDA, Grantee 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. "Audiovisual" and "Publication" are defined in 2 CFR § 415.2.

21.3. Grantee shall comply with any other requirement regarding publications contained herein, with the applicable federal Notice of Award, and with other applicable law.

Source: Departments of Labor, HHS, Education, and related agencies' appropriations bills; 2 CFR § 415.2.

22. AUDIT AND ACCOUNTING RESPONSIBILITIES.

22.1. Grantee shall comply with all applicable federal audit requirements, including, but not limited to, those in 2 CFR Part 200 Subpart F or 45 CFR Part 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:

Office of Procurement and Grants Nebraska Department of Health and Human Services
DHHS.Grants@Nebraska.gov

22.2. Grantee shall comply with the requirements in 2 CFR §§ 200.508 through 200.512 or 45 CFR §§ 75.508 through 75.512, as applicable, including, but not limited to, the following responsibilities: (a) procure or otherwise arrange for the audit required by 2 CFR Part 200 Subpart F or 45 CFR Part 75 Subpart F, in accordance with 2 CFR § 200.509 or 45 CFR § 75.509, and ensure it is properly performed and submitted when due in accordance with 2 CFR § 200.512 or 45 CFR § 75.512; (b) prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR § 200.510 or 45 CFR § 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 2 CFR § 200.511 or 45 CFR § 75.511; and (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 2 CFR Part 200 Subpart F or 45 CFR Part 75 Subpart F.

22.3. In addition to, and in no way in limitation of, any obligation in the Grant Agreement, Grantee shall be liable for audit exceptions and shall return to DHHS all payments made under the Grant Agreement for which an exception has been taken or that has been disallowed because of such an exception, upon demand from DHHS.

22.4. Grantee shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves the right to require Grantee to submit required financial reports on the

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accrual basis of accounting. If Grantee's records are not normally kept on the accrual basis, Grantee 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 Part 200 Subpart F; 45 CFR Part 75 Subpart F.

23. CONFLICTS OF INTEREST.

- 23.1. In the performance of the Grant Agreement, Grantee shall avoid all conflicts of interest and all appearances of conflicts of interest. Grantee 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.
- 23.2. If the Grant Agreement involves funds from HHS, Grantee must comply with the applicable HHS awarding agency's (the organization or component of HHS authorized to make and administer awards) policy. Current policies may be found online.
- 23.3. If the Grant Agreement involves funds from the USDA, Grantee must maintain written standards of conduct covering conflicts 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).
- 23.4. If the Grant Agreement involves funds from the EPA, Grantee shall comply with subsection 23.1, above, as consistent with the EPA's Final Financial Assistance Conflict of Interest Policy, available at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>.
- 23.5. If the Grant Agreement involves ESG funds from HUD, Grantee must also follow 24 CFR § 576.404, as applicable.

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

24. DATA OWNERSHIP AND INTELLECTUAL PROPERTY.

- 24.1. *Data.* Except as may be otherwise provided in the federal Notice of Award, DHHS shall own all rights in data resulting from the Grant Agreement. The Federal Funding Agency reserves the right to obtain, reproduce, publish, or otherwise use the data produced under the Grant Agreement, and to authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.
- 24.2. *Copyright.* As consistent with federal law, Grantee may copyright any of the copyrightable material and may patent any of the patentable products produced in conjunction with the work performed under the Grant Agreement 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.
- 24.3. *Patent.* All patent rights under the Grant Agreement shall be as set forth in the clauses contained in 37 CFR § 401.14, and consistent with all other applicable federal law.
- 24.4. This section shall survive termination or expiration of the Grant Agreement.

Source: 2 CFR § 200.315 or 45 CFR § 75.322; HHS Grants Policy Statement; 37 CFR Part 401; federal Notices of Award (as applicable).

- 25. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. Grantee 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. Grantee certifies that it is registered with the System for Award Management (SAM) (<https://www.sam.gov>), in good standing, and that it shall 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 Grant Agreement.

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Source: 2 CFR § 200.214 or 45 CFR § 75.213; 2 CFR Part 180; 2 CFR Part 25.

26. **DRUG-FREE WORKPLACE.** Grantee certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Grantee 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.

27. **HUMAN TRAFFICKING PROVISIONS.** Grantee shall comply with and be subject to the requirements of the Trafficking Victims Protection Act of 2000, 22 USC § 7101 *et seq.*
- 27.1. Grantee, its employees, any subrecipients Grantee may subaward under the Grant Agreement, and such subrecipients' employees, may not—
- 27.1.1. Engage in severe forms of trafficking in persons during the period of time that the subaward is in effect;
- 27.1.2. Procure a commercial sex act during the period of time that the subaward is in effect; or
- 27.1.3. Use forced labor in the performance of the Grant Agreement.

Source: 22 USC § 7101 *et seq.*

28. **INSURANCE.** If Grantee is a nonprofit entity, the following applies:
- 28.1. Grantee shall not commence work under the Grant Agreement until it has obtained: (1) any and all insurance coverage required by law, including, but not limited to, 2 CFR § 200.310 or 45 CFR § 75.317, or by the federal award; and (2) any and all insurance coverage at levels adequate to protect Grantee and any contractor or subrecipient from claims for liability arising out of work performed under the Grant Agreement, whether such work is performed by Grantee or by any contractor or subrecipient. or by anyone directly or indirectly employed by any of them. Such coverage may include, but is not limited to, commercial general liability, commercial automobile liability, umbrella/excess liability, workers' compensation and employer's liability, medical malpractice liability, professional liability, commercial crime, cyber liability, and pollution liability insurance coverage.
- 28.2. Commercial general liability and commercial automobile liability policies maintained by Grantee shall include DHHS, shall be primary, and any insurance or self-insurance carried by DHHS shall be considered excess and non-contributory. Any workers' compensation policy maintained by Grantee shall be written to meet the statutory requirements for the state in which the work is to be performed and shall include a waiver of subrogation in favor of DHHS.
- 28.3. Grantee shall maintain all insurance coverage required under this section throughout the life of the Grant Agreement and shall ensure that any contractor or subrecipient performing work under the Grant Agreement also maintains all required insurance coverage throughout the life of the Grant Agreement.
- 28.4. Grantee shall provide a copy of a certificate of insurance compliant with this section to the DHHS Project Manager prior to commencing work under the Grant Agreement, and shall ensure that DHHS has the most current certificate of insurance throughout the life of the Grant Agreement.
- 28.5. If any insurance coverage required under this section is cancelled, Grantee shall promptly notify the DHHS Project Manager of the cancellation. In the event of such cancellation, DHHS reserves the right to immediately terminate the Grant Agreement, in whole or in part, as consistent with 2 CFR § 200.340 or 45 CFR § 75.372.
29. **MANDATORY DISCLOSURES.** Grantee 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 the Grant Agreement, 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 § 200.339 or 45 CFR § 75.371, as applicable, including suspension or debarment. (See *also* 2 CFR Part 180 and 31 U.S.C. § 3729 to 3733).

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

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30. **NEBRASKA TECHNOLOGY ACCESS STANDARDS.** Grantee shall review the Nebraska Technology Access Standards, available on the Nebraska Information Technology Commission website, at <https://nitc.nebraska.gov/>, and ensure that products and/or services provided under the Grant Agreement comply with the applicable standards. In the event such standards change during Grantee's performance, DHHS may create an amendment to the Grant Agreement to request that Grantee 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, the Grant Agreement involves the expenditure of state funds in the purchase of information technology or an automated information system.
31. **NEW EMPLOYEE WORK ELIGIBILITY STATUS.**
- 31.1. Grantee 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. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 31.2. If Grantee is an individual or sole proprietorship, the following applies:
- 31.2.1. Grantee must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website, at <https://das.nebraska.gov/>;
- 31.2.2. If Grantee indicates on such attestation form that he or she is a qualified alien, Grantee agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify Grantee's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and
- 31.2.3. Grantee understands and agrees that lawful presence in the United States is required, and Grantee may be disqualified, or the Grant Agreement terminated, if such lawful presence cannot be verified as required by Neb. Rev. Stat. §§ 4-108 through 4-114.
- Source: Neb. Rev. Stat. §§ 4-108 through 4-114.*
32. **RESEARCH.** Grantee shall not engage in research utilizing the information obtained from or through the performance of the Grant Agreement 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 the Grant Agreement.
- Source: Various privacy statutes, rules and regulations depending on information; DHHS Research Policy.*
33. **SMOKE FREE.** Public Law 103-227 [20 U.S.C. § 7183], known as the Pro-Children Act of 1994 ("Act"), prohibits smoking within any indoor facility (or portion of such facility) owned or leased or contracted for, and utilized, for the provision of regular or routine: (i) kindergarten, elementary, or secondary education, or library services, or (ii) health care or day care or early childhood education programs, to children under the age of 18 (collectively, "children's services"), if the children's services are funded by federal programs either directly or through state or local governments, or by federal grant, contract, loan, or loan guarantee. The Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Act 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 is Medicare or Medicaid, or facilities where Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the Act may result in the imposition of a civil monetary penalty of up to one thousand dollars (\$1000) for each violation and/or an administrative compliance order against the responsible entity or individual. By signing the Grant Agreement, Grantee certifies that Grantee shall comply with the requirements of the Act and shall not allow smoking within any portion of any indoor facility used for the provision of children's services as defined in the Act.

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Source: Public Law 103-227 [20 U.S.C. § 7183].

34. **WHISTLEBLOWER PROTECTIONS.** Grantee shall comply with the provisions of 41 U.S.C. § 4712, which states that an employee of a contractor, subcontractor, grantee, or subgrantee, or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body (as defined therein) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an **abuse of authority** relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant – disclosures known as “whistleblowing.” In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 34.1. Grantee’s employees are encouraged to report fraud, waste, and abuse. Grantee shall inform its employees, in writing, that they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 34.2. Grantee shall include this requirement in any agreement made with a contractor or subrecipient.

Source: 41 U.S.C. § 4712.

Payment and Funding

35. **ADVANCE PAYMENTS.**
- 35.1. At its discretion, DHHS may elect to provide any payment under the Grant Agreement in advance of actual spending, as consistent with federal law and the federal award. To receive an advance payment under the Grant Agreement, Grantee must provide to DHHS a written request based on its actual cash needs. DHHS reserves the right to request additional supporting documentation to make any advance payment.
- 35.2. If the Grant Agreement includes funds from HHS, advance funding may only be provided based on thirty (30) days of actual cash needs.
- 35.3. DHHS further reserves the right to reconcile all advance payments before making any final payments (advance or reimbursement) to Grantee.
36. **COSTS.**
- 36.1. Under the Grant Agreement, DHHS shall only pay for actual and allowable costs (as defined in this section) incurred during the Period of Performance.
- 36.1.1. 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 laws, regulations, policies, or other requirements applicable to the state or federal funds involved.
- 36.1.2. To be actual, all costs must be finalized and spent by the appropriate dates set forth in the Closeout and Post-Closeout section herein, attachments to the Grant Agreement, and as otherwise set forth herein.
- 36.1.3. **Pre-award Costs.** Pre-award costs are those incurred prior to the effective date of the Grant Agreement directly pursuant to the negotiation and in anticipation of the Grant, where such costs are necessary for efficient and timely performance of the Work Plan. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Grant, and only with the written approval

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of DHHS. If charged to the Grant, these costs must be charged to the initial budget period of the project, unless otherwise specified by DHHS.

- 36.2. For HUD subawards, all costs must also meet the requirements of 24 CFR Part 570, 24 CFR Part 574, and 24 CFR Part 576, as applicable.
- 36.3. For DOL subawards, all costs must also meet the requirements of 2 CFR Part 2900 Subpart E.
- 36.4. If anything in any budget attached to the Grant Agreement conflicts with the regulations cited herein, or with any applicable law or the federal Notice of Award, the regulations, law, and federal Notice of Award shall govern.
- 36.5. If the Grant Agreement 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 subsection 36.1, 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 Part 96.
- 36.6. If the Grant Agreement 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.

- 37. **EXECUTIVE COMPENSATION.** At the time of execution of the Grant Agreement, Grantee 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(a) of Pub. L. 110-252, and associated regulations at 2 CFR Part 170. This is required for subrecipients who receive \$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 Grantee meets these criteria, it must fill out an executive compensation disclosure, which is available at <https://dhhs.ne.gov/Pages/Grant-Opportunities.aspx>, and provide it to the DHHS Project Manager. Grantee shall notify DHHS immediately if funding it receives changes such that it must report salaries under this requirement.
- 38. **FUNDING AVAILABILITY.** DHHS may terminate the Grant Agreement, 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 Grantee written notice thirty (30) days prior to the effective date of any termination under this section. DHHS shall give full credit to Grantee for noncancelable obligations properly incurred by Grantee 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 the Grant Funding Attachment, that additional amount does not represent a guarantee of additional funding. Budgets attached to the Grant Agreement may be based on the total amount of expected funding, and 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 the Grant Funding Attachment.
- 39. **FINAL INVOICE AND SPEND DATE.** The dates for final invoicing and finalizing and spending of the funds awarded under the Grant Agreement are set forth in the Grant Funding Attachment. Failure to meet these deadlines may result in DHHS disallowing costs or taking any other available remedy, as provided herein.
- 40. **FUNDING CHANGES.** Unless the Grant Work Plan attached to the Grant Agreement is designated as a fixed cost grant agreement, or the Grant Agreement was the result of a competitive application process, the following applies:
 - 40.1. *Additional Funding.* DHHS may, subject to available funding, award additional funding to the Grantee under the terms of the Grant Agreement through an "Award of Additional Funding." Any "Award of Additional Funding" shall supersede any conflicting terms in the Grant Agreement, and must: (1) be provided, in writing, to the individual in the Notices section; (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 Budget Period/Period of Performance;

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(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 official. Furthermore, any attached budget will supersede the previously approved budget attached to the Grant Agreement.

40.2. *Modification of Funding.* DHHS may also update or modify the information contained in the Grant Agreement without a written amendment. Should funding information required to be provided to Grantee by 2 CFR § 200.331 or 45 CFR § 75.352, other than the total amount of funds awarded, change during the course of the Grant, DHHS shall issue a "Funding Update." Any "Funding Update" shall supersede the Grant 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 amendment executed by both parties.

40.3. Funding sources may be modified, or an award of additional funds may also be completed, through an amendment executed by both parties.

41. **NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING.** Grantee 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 Grantee 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 (6) 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 Income Tax Withholding Certificate for Nonresident Individuals, Form W-4NA, or its successor. The form is available at https://revenue.nebraska.gov/files/doc/tax-forms/f_w4na.pdf.

42. **PAYMENT AND PAYMENT REQUESTS.**

42.1. *Payment.* Unless otherwise provided herein, and if payment is being made by reimbursement, DHHS shall make payment to Grantee within thirty (30) days of receipt of Grantee's payment request, unless the request is improper or contains deficiencies. Payments may be withheld as set forth in 2 CFR § 200.305(b)(6) or 45 CFR § 75.305(b)(6), or as otherwise provided herein, or in accordance with applicable law.

42.2. *Payment Requests.* All requests for payments submitted by Grantee shall contain sufficient detail to support payment. Grantee 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.

42.3. *ACH.* The Grantee 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 Grantee can be made. The ACH form is available on the Department of Administrative Services website, at <https://das.nebraska.gov/>.

42.3.1. Grantee must promptly notify DHHS of any changes to Grantee's ACH enrollment information.

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

43. **FEDERAL FINANCIAL ASSISTANCE/FAITH-BASED ACTIVITIES.**

43.1. *Federal Financial Assistance.* Grantee shall comply with all applicable provisions of 45 CFR §§ 87.1 and 87.2. Grantee 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.

43.2. *Faith-Based Activities.* If the Grant Agreement involves HUD funds, as per 24 CFR § 576.406 or 24 CFR § 574.300(c), as applicable, the Grantee shall comply with the requirements found in 24 CFR § 5.109 for full participation by faith-based organizations. These requirements may be more fully set forth herein.

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Source: 45 CFR §§ 87.1 and 87.2; 24 CFR § 576.406; 24 CFR § 574.300(c).

44. LOBBYING.

44.1. No federal or state funds paid under the Grant Agreement shall be paid for any lobbying costs, as set forth herein.

44.2. *Lobbying Prohibited by 31 U.S.C. § 1352 and 45 CFR Part 93, and Required Disclosures.*

44.2.1. Grantee certifies that no federal or state appropriated funds shall be paid by or on behalf of Grantee 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 the Grant Agreement or any of the following actions: (a) the awarding of any federal contract; (b) the making of any federal grant; (c) the making of any federal loan; (d) the entering into of any cooperative agreement; and (e) the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

44.2.2. 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 the Grant Agreement, Grantee shall complete and submit Federal Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

44.3.1. No funds under the Grant Agreement 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 to 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, except in presentation to the executive branch of any State or local government itself. (See Pub. L. 113-235, Division G, Title V, Sec. 503(a)).

44.3.2. No funds under the Grant Agreement shall be used to pay the salary or expenses of any grant or contract 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 a state, local or tribal government in policymaking and administrative processes within the executive branch of that government. (See Pub. L. 113-235, Division G, Title V, Sec. 503(b)).

44.3.3. The prohibitions in the two preceding subsections 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. (See Pub. L. 113-235, Division G, Title V, Sec. 503(c)).

44.4. *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 Grantee is a non-profit organization or an Institution 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 Part 93; Appropriations bills; 2 CFR § 200.450 or 45 CFR § 75.450.

45. SUBRECIPIENTS OR CONTRACTORS.

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- 45.1. Grantee shall not subaward nor contract any portion of the Grant Agreement without written notice to DHHS (a budget attached to the Grant Agreement 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.
- 45.2. In contracting or subawarding any portion of the Grant Agreement, Grantee shall follow 2 CFR §§ 200.318 through 200.327 or 45 CFR §§ 75.327 through 75.335, as applicable. If subawarding out any portion of the Grant Agreement, Grantee 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, Grantee shall follow the requirements for pass-through entities, including, but not limited to, 2 CFR § 200.332 or 45 CFR § 75.352.
- 45.3. Grantee shall maintain copies of all procurement contracts and documentation of its compliance with this section.
- 45.4. Grantee shall ensure that all contractors and subrecipients comply with all requirements of the Grant Agreement and applicable federal, state, county, and municipal laws, ordinances, rules, and regulations.

Source: 2 CFR §§ 200.318 through 200.327 or 45 CFR §§ 75.327 through 75.335; 2 CFR § 200.332 or 45 CFR § 75.352.

**DHHS HIPAA BUSINESS ASSOCIATE AGREEMENT PROVISIONS – GRANT AGREEMENTS
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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 to the Grant Agreement, shall mean Grantee.
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 the Grant Agreement, 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.**
 - 5.1. 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, Subcontractor, Unsecured Protected Health Information, and Use.
 - 5.2. For the purposes of this Addendum, “Grant Agreement” is synonymous with “Subaward” and “Grantee” is synonymous with “Subrecipient,” as defined in 2 CFR § 200.1 or 45 CFR § 75.2. “Contractor” as used herein shall mean the same as the term “Subcontractor” in the HIPAA Rules.
6. **THE GRANTEE** shall do the following:
 - 6.1. Not use or disclose Protected Health Information other than as permitted or required by the Grant Agreement or as required by law. Grantee may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under the Grant Agreement. 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 the Grant Agreement, 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 Grantee is to carry out one or more of the DHHS’ obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Contractor may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
 - 6.4. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and Gras that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from Grantee 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 Grantee 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 be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person shall notify Grantee of any instances of which the person is aware that the confidentiality of the information has been breached.
 - 6.6. Grantee 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,

**DHHS HIPAA BUSINESS ASSOCIATE AGREEMENT PROVISIONS – GRANT AGREEMENTS
FEDERAL AND STATE FUNDS**

- 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 Grantee on behalf of DHHS available to the Secretary or DHHS for purposes of determining compliance with the HIPAA Rules. Grantee 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 when Grantee becomes aware, any unauthorized use or disclosure of Protected Health Information made in violation of the Contract or the HIPAA Rules, including any security incident that may put electronic Protected Health Information at risk. Grantee 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 the Contract through the preparation and completion of a written Corrective Action Plan that is subject to review and approval by DHHS. Grantee 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 Grantee, its officers, directors, agents, or contractors to comply with the terms of the Grant Agreement, or for penalties imposed by the HHS Office of Civil Rights for any violations of the HIPAA Rules caused by Grantee, its officers, directors, agents, or contractors. Additionally, Grantee 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 Grantee, its officers, directors, agents, or contractors to comply with the terms of the Grant Agreement.
7. **TERMINATION.**
- 7.1. DHHS may immediately terminate the Grant Agreement, and any and all associated contracts, if DHHS determines that Grantee has violated a material term of the Grant Agreement.
- 7.2. Within thirty (30) days of expiration or termination of the Grant Agreement, or as agreed, unless Grantee requests and DHHS authorizes a longer period of time, Grantee shall return, or at the written direction of DHHS, destroy all Protected Health Information received from DHHS (or created or received by Grantee on behalf of DHHS) that Grantee still maintains in any form, and shall retain no copies of such Protected Health Information. Grantee 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, Grantee shall use such Protected Health Information only for purposes that makes such return or destruction infeasible, and the provisions of the Grant Agreement shall survive with respect to such Protected Health Information.
- 7.3. The obligations of the Grantee under this Termination section shall survive the termination of the Grant Agreement.

**ATTACHMENT - GRANT FUNDING
AWARD OF INITIAL FUNDS**

This Grant Funding Attachment is issued by the Nebraska Department of Health and Human Services ("DHHS") pursuant to the associated Grant Agreement. This Attachment supersedes any previous Grant Funding Attachment, including with the Grant Agreement. Any budget attached hereto is approved by DHHS and also supersedes any previously approved budget. All other terms remain in effect. ☒ New Budget Attached ☒ New Work Plan Attached

Funding Totals		SIGNATURE OF AWARDING OFFICIAL*
Total Amount of Federal Funds Obligated by this Action	\$1,127,427.85	<i>On behalf of DHHS, I hereby acknowledge the funding information contained herein has changed, and extend any Period of Performance, if extended below.</i> <i>*Only needed for later funding changes, not for initial funding.</i>
Total Amount of Federal Funds Obligated and Committed	\$1,127,427.85	
Total Amount of State Cash Funds Obligated	\$3,149,455.00	
Total Amount of State General Funds Obligated	\$15,134,372.00	
Total Grant Funding	\$19,411,254.85	

AWARDED FUNDS							
DHHS PRIMARY AWARD					SUBAWARD		
Agency Name	Assistance Listing Program Title	Assistance Listing Number	Award Date	Award Identifier Number (FAIN)	Amount of Funds Obligated	Subaward Period of Performance/Budget Period	Date Final Invoice due to DHHS
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	05/02/2022	B09SM086022	\$294,384.00	07/01/2023 to 08/31/2023	09/12/2023
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	02/23/2023	B09SM087373	\$270,722.00	07/01/2023 to 06/30/2024	08/15/2024
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	08/03/2022	B08TI084658	\$174,500.00	07/01/2023 to 08/31/2023	09/12/2023

ATTACHMENT - GRANT FUNDING

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	06/15/2023	B08TI085820	\$387,821.85	07/01/2023 to 06/30/2024	08/15/2024
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UNREVIEWED

GRANT WORK PLAN**STATE OF NEBRASKA – DEPARTMENT OF HEALTH AND HUMAN SERVICES**

Order Number:

This Grant Work Plan ("Work Plan") has been agreed to by DHHS and Region V Systems ("Grantee"), pursuant to the Cooperative Grant Agreement. This Work Plan is subject to any budget attached to it, the most updated Grant Funding, along with the DHHS General Terms – Grant Agreements – Federal Funding, and DHHS General Terms – Grant Agreements – State Funding.

PROJECT MANAGEMENT

DHHS Project Manager	GRANTEE Project Manager
Jenise Trautman 301 Centennial Mall South Lincoln, NE 68509 402-471-4048 Jenise.Trautman@nebraska.gov	Patrick Kreifels Regional Administrator Region V Systems 1645 N Street Lincoln, NE 68508 402-441-3808 pkreifels@region5systems.net
Are Project or Programmatic Changes Allowed under this Work Plan?	
<p>Yes</p> <p>PROGRAMMATIC CHANGES. The Subrecipient may request, in writing, approval of changes in the allowable activities set forth in the Project Description or any attachments incorporated therein. Changes must be approved, in advance and in writing, by DHHS. Any changes must be within the scope of the original Subaward Project Description, as determined by DHHS.</p> <p>BUDGET CHANGES.</p> <ol style="list-style-type: none"> 1. Regional Governing Board approval is required for all budget changes or funding shifts. 2. All shifts must be submitted on the required applicable DHHS shift request form, one form for approval and one form for notifications and include additional documentation as appropriate. 3. Documentation for shifts requiring DHHS approval include: <ol style="list-style-type: none"> 3.1. Completed signed approval shift form 3.2. 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. 3.3. Provider(s)'s revised revenue and expense budget for the service(s) indicating the expenses the new funds would be utilized to purchase. 3.4. Documentation for notification of shifts require completed signed notification shift document. 4. Shift form(s) must be submitted by the 20th of the month. If the 20th falls on a weekend or holiday, the form(s) must be submitted by the next business day. 5. Shift requests requiring prior approval by DHHS include: <ol style="list-style-type: none"> 5.1. Shifts into Region administration, coordination or provided services 5.2. Shifts impacting Maintenance of Effort (MOE) (in/out of SUD or MH category) 5.3. Shifts impacting Set Aside funds (Prevention, First Episode Psychosis, Housing, Women Set Aside, Crisis), 5.4. Shifts into or out of Capacity Development and/or Rate Enhancement. 6. 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/ 7. DHHS will review and respond in writing within four (4) business days after a completed and signed approval shift form is received by DHHS. 8. If applicable, any additional Spending Authority will require additional Tax Match and submission of revised attestation by the Regional Governing Board. 9. Subrecipient may not bill for any expenses incurred by the provider or Subrecipient prior to DHHS approval of the shift. 	

GRANT WORK PLAN**STATE OF NEBRASKA – DEPARTMENT OF HEALTH AND HUMAN SERVICES****ALLOWABLE ACTIVITIES**

The following activities shall be completed by Grantee under this Work Plan. Grantee shall allocate time to the project for the Grantee Project Manager or any Grantee staff, as listed in the Project Budget.

THE GRANTEE has agreed to complete the following activities:

1. Grantee is designated as the provider of network management for the Grantee's geographic area of responsibility and shall:
 - 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 as specified by the DHHS Regional Budget Plan Guidelines.
 - 1.2. Any modification, enhancement, or change to service delivery or billing practices not otherwise established by the state must be approved by DHHS for the Period of Performance as stated in the Grant Funding Attachment.
 - 1.3. Comply with the guidelines, state statutes, standards, regulations, and budget approved for provision of services specified in this Agreement.
2. Grantee shall ensure that subcontractors/network providers:
 - 2.1. Meet requirements of 206 NAC 003.08 Provider Enrollment.
 - 2.2. Participate in Needs Assessments conducted by DHHS or the Grantee.
 - 2.3. Demonstrate quality, appropriateness, and efficacy of treatment as required by 42 USC § 300x-53(a)(1)(A)
 - 2.4. 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.
 - 2.5. Improve the process for referrals of individuals to the treatment modality that is most appropriate for the individuals.
 - 2.6. 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).
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. Maintain copies of subcontracts, agreements and amendments with network providers and make available to DHHS upon request.
5. Pursuant to the Guidelines, continually monitor, review, and perform programmatic, administrative, fiscal oversight function on a regular basis with all providers.
6. Grantee Continuous Quality Improvement Plan and Strategic Plan will be provided to DHHS upon requests.
7. 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.
8. 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:
 - 8.1. Mental Health (MH) admission priorities:
 - 8.1.1. Persons mental health board committed and being treated in a Regional Center who are ready for discharge
 - 8.1.2. Persons who are mental health board committed to inpatient care being treated in a community inpatient setting or crisis center and who are awaiting discharge
 - 8.1.3. Persons committed to outpatient care by a Mental Health Board
 - 8.1.4. All others
 - 8.2. Substance Use Disorder (SUD) admission priority:
 - 8.2.1. Pregnant injecting drug users
 - 8.2.2. Other pregnant substance users
 - 8.2.3. Other injecting drug users
 - 8.2.4. Women with dependent children including women who are working to regain custody of their children.

GRANT WORK PLAN**STATE OF NEBRASKA – DEPARTMENT OF HEALTH AND HUMAN SERVICES****8.2.5.All others**

9. Ensure that Grantee 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 Centralized Data System (CDS), clinical eligibility shall be evidenced by authorization approval and clinical ineligibility shall be evidenced by authorization denial in the CDS.
10. 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.
11. No later than January 10, 2024, submit to Division of Behavioral Health (DBH) the number of individuals denied services due to lack of verification in the SAVE System for calendar year 2023.
12. If a licensed provider or licensed clinician as defined by 172 Nebraska Administrative Code (NAC) 94 in the network has their licensure denied, revoked, suspended, or refused renewal in any service, or if the provider places a consumer in imminent jeopardy of their health and safety the Grantee will notify DHHS, follow the provisions stated in 172 NAC, and terminate any subcontract with the provider. If the Grantee is the licensed provider or licensed clinician as defined by 172 NAC 94 of direct services to consumers and the Grantee's licensure is denied, revoked, suspended, or refused renewal in any service or places a consumer in immediate jeopardy, Grantee shall notify DHHS immediately.
13. Ensure staff and provider participation in the weekly entry for the waitlist and capacity reports in the CDS.
14. Provide voter registration assistance to clients per the National Voter Registration Act.
15. Provide Medicaid eligibility and enrollment information to clients not currently enrolled in Medicaid.
16. Failure of the Grantee to provide, ensure, and/or complete terms of this award may result in delayed payment, denied payment, corrective action plan, or termination of the Grant.
17. Collect and provide information and data necessary for reducing familiar faces, demonstrating successes of prevention and early intervention, crisis system flow through and other implementation and response for 988, including but not limited to, mobile crisis outreach and system mapping.
18. Grantee ensures that all persons with severe mental illness have the capacity to make decisions, including those affecting their right to live independently and be included in the community, through appropriate supported decision-making, if needed. The community-based services and supports system includes person-centered planning wherein the plan for living situation and services is developed with the individual, reflects choice, and maximizes a life in the community. Individuals are actively involved in the planning process and determining the direction and monitoring of their plans.
19. Submit to DHHS, Subrecipient's Certified Public Accountant (CPA) audits to include financial statements.
20. Include information on how to file a Conflict-of-Interest claim on any Request for Proposal issued related to this Grant. Information should reflect procedure identified in the Regional Behavioral Health Authority (RBHA) policy related to conflict of interest as required by 206 NAC 004.02.

REPORTING REQUIREMENTS

Grantee must comply with the following reporting requirements:

Description of Report	Period of Report or Due Date	Contents of Report
Capacity and Waitlist reporting	Weekly	Provider capacity and waitlist reporting in CDS
Emergency data	20 th of the Month	Emergency Protective Custody, Inpatient Commitments, Outpatient Commitments, and other related data as requested in CDS

GRANT WORK PLAN**STATE OF NEBRASKA – DEPARTMENT OF HEALTH AND HUMAN SERVICES**

Service outcomes	45 calendar days after the end of each quarter	Outcomes related to approved service enhancements for the fiscal year
Certified match documents	October 1, 2023	County certification of match funding
National accreditation	Must be provided upon renewal	CARF or other national accreditation certificate for providers and or the Regions as applicable
Charitable choice or 42 CFR trainings completed in the fiscal year	July 15, 2023	Date and attendance of any training sponsored by the Region for providers during the fiscal year on these topics.
Final Expenditure Report	45 calendar days after the last Budget Period or Period of Performance	The Grantee's Authorized Official must sign and submit an official certification statement that includes the following: <i>"I certify to the best of my knowledge and belief that all expenditures, disbursements, and cash receipts reported were for the purposes and objectives set forth in the terms and conditions of the Grant, have been fully reported and are accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise."</i>

OTHER RECITATIONS OR REQUIREMENTS

HUD Funding - Does this Work Plan involve funding from the U.S. Department of Housing and Urban Development?

No

CDC Funding – Does this Work Plan involve funding from the Centers for Disease Control and Prevention?

No

Additional Requirements**DOCUMENTS DEFINED**

1. Grantee shall comply with the most recent approved versions of the following documents as provided by DHHS to the Grantee:
 - 1.1. The DHHS requirements found in the FY24 Regional Budget Plan Guidelines.
 - 1.2. Grantee's approved FY24 Regional Budget Plan.
 - 1.3. Electronic Billing Systems (EBS) manuals, CDS manuals, the Network Operations Manual, Professional Partner Manual, Supported Employment Manual, Prevention Manual, Audit Manual, and Supported Housing Manual, Nebraska Prevention Information and Reporting Systems (NPIRS), Unit Crosswalk document, plus any and all appendixes and attachments referenced in these documents.
 - 1.4. Nebraska Continuum of Care Manual for Mental Health and Substance Use Disorders.

SUMMARY BUDGET*Region V**FY24 Mental Health/Substance Use Disorder Services**July 1, 2023 - June 30, 2024*

	Requested Funds	Matching Funds	Total Project Budget
A Personnel	\$ 1,017,460.16	\$ 653,630.00	\$ 1,671,090.17
B Fringe Benefits	\$ 356,765.09	\$ 222,234.00	\$ 578,999.09
C Travel	\$ 9,848.20	\$ 4,065.55	\$ 13,913.75
D Equipment	\$ -	\$ -	\$ -
E Supplies	\$ 225,434.25	\$ 233,653.44	\$ 459,087.69
F Consultants/Contracts	\$ 13,545,688.78	\$ 1,902,875.00	\$ 15,448,563.78
G Other Direct Costs	\$ 4,256,058.38	\$ -	\$ 4,256,058.38
H Total Direct Costs	\$ 19,411,254.85	\$ 3,016,458.00	\$ 22,427,712.85
I Total Indirect Costs	\$ -	\$ -	\$ -
J Total (Sum H+I)	19,411,254.85	3,016,458.00	22,427,712.85

Summary of Budget by Funding Category

Selected Contracts:**Region V--FY24 Mental Health and Substance Abuse Services****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	\$ 1,920,232.00	\$ 1,920,232.00	\$ 259,384.00	\$ 2,179,616.00
Coordination/Administration	\$ 0.00	\$ 1,014,341.00	\$ 1,014,341.00	\$ 0.00	\$ 1,014,341.00
Emergency	\$ 950,000.00	\$ 3,196,476.00	\$ 4,146,476.00	\$ 0.00	\$ 4,146,476.00
Inpatient	\$ 57,276.00	\$ 235,668.00	\$ 292,944.00	\$ 0.00	\$ 292,944.00
Non Residential	\$ 1,400,688.00	\$ 4,566,938.00	\$ 5,967,626.00	\$ 265,722.00	\$ 6,233,348.00
Region Initiative	\$ 0.00	\$ 43,807.00	\$ 43,807.00	\$ 0.00	\$ 43,807.00
Residential	\$ 0.00	\$ 153,051.00	\$ 153,051.00	\$ 40,000.00	\$ 193,051.00
UnAllocated	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total	\$ 2,407,964.00	\$ 11,130,513.00	\$ 13,538,477.00	\$ 565,106.00	\$ 14,103,583.00

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	\$ 38,749.00	\$ 38,749.00	\$ 0.00	\$ 38,749.00
Coordination/Administration	\$ 0.00	\$ 618,600.00	\$ 618,600.00	\$ 59,863.55	\$ 678,463.55
Emergency	\$ 520,000.00	\$ 787,960.00	\$ 1,307,960.00	\$ 69,379.58	\$ 1,377,339.58
Inpatient	\$ 0.00	\$ 11,934.00	\$ 11,934.00	\$ 0.00	\$ 11,934.00
Non Residential	\$ 130,000.00	\$ 1,861,512.00	\$ 1,991,512.00	\$ 22,682.14	\$ 2,014,194.14
Prevention	\$ 0.00	\$ 0.00	\$ 0.00	\$ 125,159.34	\$ 125,159.34
Region Initiative	\$ 0.00	\$ 35,438.00	\$ 35,438.00	\$ 0.00	\$ 35,438.00
Residential	\$ 91,491.00	\$ 649,666.00	\$ 741,157.00	\$ 285,237.24	\$ 1,026,394.24
UnAllocated	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total	\$ 741,491.00	\$ 4,003,859.00	\$ 4,745,350.00	\$ 562,321.85	\$ 5,307,671.85

Grand Total	\$ 3,149,455.00	\$ 15,134,372.00	\$ 18,283,827.00	\$ 1,127,427.85	\$ 19,411,254.85
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Contract Provider Detail Budget

Contract Number	Approved : UnApproved	Contract Amount	: \$19,411,254.85
Contract Description : Region V FY24 Mental Health and Substance Abuse Services			

ServiceType	Provider Federal Budgeted Amount	Provider State Budgeted Amount	Provider Total Budgeted Amount	Service Budgeted Amount	Budget Difference	Initial Match Amount	Final Match Amount
Mental Health	\$ 565,106.00	\$ 13,538,477.00	\$ 14,103,583.00	\$14,103,583.00	\$0.00	\$23,596,519.90	\$0.00
Service Name	Provider Federal Budget	Provider State Budget	Provider Total Budgeted	Service Budgeted Amount	Budget Difference	Initial Match Amount	Final Match Amount
24 Hour Crisis Line - MH- Adult - Emergency - H0030-HE	\$ 0.00	\$ 258,750.00	\$ 258,750.00	\$258,750.00	\$0.00	\$101,041.00	\$0.00
24 Hour Crisis Line - MH- Adult - Emergency - Rural - H0030-HE	\$ 0.00	\$ 37,548.00	\$ 37,548.00	\$37,548.00	\$0.00	\$20,625.00	\$0.00
Acute Inpatient Hospitalization - MH- Adult - Inpatient	\$ 0.00	\$ 153,847.00	\$ 153,847.00	\$153,847.00	\$0.00	\$0.00	\$0.00
Assertive Community Treatment - MH- Adult - Non Residential	\$ 100,495.00	\$ 147,779.00	\$ 248,274.00	\$248,274.00	\$0.00	\$864,319.00	\$0.00
Assessment - MH- Adult - Non Residential	\$ 0.00	\$ 246,753.00	\$ 246,753.00	\$246,753.00	\$0.00	\$131,163.22	\$0.00
Assessment - MH- Youth - Children	\$ 0.00	\$ 109,792.00	\$ 109,792.00	\$109,792.00	\$0.00	\$67,540.00	\$0.00
Assessment - MH- Youth - Children - Exp	\$ 0.00	\$ 93,154.00	\$ 93,154.00	\$93,154.00	\$0.00	\$0.00	\$0.00
Assessment - MH- Youth - Children - Rate	\$ 0.00	\$ 275,285.00	\$ 275,285.00	\$275,285.00	\$0.00	\$0.00	\$0.00
Behavioral Health Integration - MH- Adult - Non Residential	\$ 0.00	\$ 23,465.00	\$ 23,465.00	\$23,465.00	\$0.00	\$0.00	\$0.00
Community Support - MH- Adult - Non Residential	\$ 98,023.00	\$ 160,624.00	\$ 258,647.00	\$258,647.00	\$0.00	\$3,317,957.90	\$0.00
CQI Coordination Training - MH- Adult - Coordination/Administration -	\$ 0.00	\$ 730.00	\$ 730.00	\$730.00	\$0.00	\$0.00	\$0.00
Crisis Response - MH- Adult - Emergency	\$ 0.00	\$ 209,340.00	\$ 209,340.00	\$209,340.00	\$0.00	\$0.00	\$0.00
Crisis Response - MH- Youth - Children	\$ 0.00	\$ 11,934.00	\$ 11,934.00	\$11,934.00	\$0.00	\$0.00	\$0.00
Crisis Stabilization - MH- Adult - Emergency	\$ 0.00	\$ 1,725,000.00	\$ 1,725,000.00	\$1,725,000.00	\$0.00	\$0.00	\$0.00
Crisis Stabilization - MH- Adult - Emergency - SE	\$ 0.00	\$ 62,136.00	\$ 62,136.00	\$62,136.00	\$0.00	\$0.00	\$0.00
Crisis Stabilization-5 - MH- Adult - Emergency - S9485	\$ 0.00	\$ 598,993.00	\$ 598,993.00	\$598,993.00	\$0.00	\$2,612,468.00	\$0.00
Day Rehabilitation - MH- Adult - Non Residential	\$ 34,951.00	\$ 10,931.00	\$ 45,882.00	\$45,882.00	\$0.00	\$750,823.00	\$0.00
Dialectical Behavioral Therapy Training - MH- Adult - Non Residential -	\$ 0.00	\$ 209,370.00	\$ 209,370.00	\$209,370.00	\$0.00	\$0.00	\$0.00
Emergency Community Support - MH- Adult - Emergency	\$ 0.00	\$ 679,709.00	\$ 679,709.00	\$679,709.00	\$0.00	\$0.00	\$0.00
Emergency Protective Custody - MH- Adult - Inpatient	\$ 0.00	\$ 32,276.00	\$ 32,276.00	\$32,276.00	\$0.00	\$0.00	\$0.00
Flex Funds - MH- Adult - Non Residential - 99999	\$ 0.00	\$ 132,673.00	\$ 132,673.00	\$132,673.00	\$0.00	\$0.00	\$0.00
Hospital Diversion Less than 24 hours - MH- Adult - Non Residential -	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hospital Diversion Over 24 hours - MH- Adult - Non Residential -	\$ 0.00	\$ 580,437.00	\$ 580,437.00	\$580,437.00	\$0.00	\$0.00	\$0.00
Housing Landlord Risk Mgmt - MH- Adult - Non Residential - 99999	\$ 0.00	\$ 35,165.00	\$ 35,165.00	\$35,165.00	\$0.00	\$0.00	\$0.00
Inpatient Post Commitment Treatment Days - MH- Adult - Inpatient	\$ 0.00	\$ 106,821.00	\$ 106,821.00	\$106,821.00	\$0.00	\$0.00	\$0.00
Intensive Community Services - MH- Adult - Non Residential	\$ 0.00	\$ 343,157.00	\$ 343,157.00	\$343,157.00	\$0.00	\$0.00	\$0.00
Interpreter Services - MH- Adult - Non Residential - 99999	\$ 0.00	\$ 22,388.00	\$ 22,388.00	\$22,388.00	\$0.00	\$0.00	\$0.00
Medication Management - MH- Adult - Non Residential	\$ 0.00	\$ 285,648.00	\$ 285,648.00	\$285,648.00	\$0.00	\$2,865,196.00	\$0.00
Medication Management - MH- Adult - Non Residential - SE	\$ 0.00	\$ 101,175.00	\$ 101,175.00	\$101,175.00	\$0.00	\$2,261.00	\$0.00
Medication Management - MH- Youth - Children	\$ 0.00	\$ 17,633.00	\$ 17,633.00	\$17,633.00	\$0.00	\$123,851.00	\$0.00
Mental Health Respite - MH- Adult - Emergency	\$ 0.00	\$ 575,000.00	\$ 575,000.00	\$575,000.00	\$0.00	\$0.00	\$0.00
Motivational Interviewing Training - MH- Adult - Non Residential -	\$ 0.00	\$ 174,076.00	\$ 174,076.00	\$174,076.00	\$0.00	\$0.00	\$0.00
Navigator - MH- Adult - Non Residential - H0030-HE	\$ 0.00	\$ 127,709.00	\$ 127,709.00	\$127,709.00	\$0.00	\$0.00	\$0.00
Outpatient Psychotherapy - MH- Adult - Non Residential	\$ 0.00	\$ 809,146.00	\$ 809,146.00	\$809,146.00	\$0.00	\$3,168,495.78	\$0.00
Outpatient Psychotherapy - MH- Adult - Non Residential - SE	\$ 0.00	\$ 97,834.00	\$ 97,834.00	\$97,834.00	\$0.00	\$0.00	\$0.00
Outpatient Psychotherapy - MH- Youth - Children	\$ 0.00	\$ 177,572.00	\$ 177,572.00	\$177,572.00	\$0.00	\$2,013,990.00	\$0.00
Outpatient Psychotherapy - MH- Youth - Children - SE	\$ 0.00	\$ 353,955.00	\$ 353,955.00	\$353,955.00	\$0.00	\$0.00	\$0.00
Peer Support - MH- Adult - Non Residential	\$ 0.00	\$ 35,011.00	\$ 35,011.00	\$35,011.00	\$0.00	\$126,560.00	\$0.00
Plans for One - DHHS - MH- Adult - Non Residential	\$ 32,253.00	\$ 327,747.00	\$ 360,000.00	\$360,000.00	\$0.00	\$0.00	\$0.00
Plans for One - MH- Adult - Non Residential	\$ 0.00	\$ 29,835.00	\$ 29,835.00	\$29,835.00	\$0.00	\$0.00	\$0.00
Professional Partner - MH- Adult - Non Residential - Trans Age 19-26 -	\$ 0.00	\$ 377,622.00	\$ 377,622.00	\$377,622.00	\$0.00	\$0.00	\$0.00
Professional Partner - MH- Youth - Children	\$ 259,384.00	\$ 851,455.00	\$ 1,110,839.00	\$1,110,839.00	\$0.00	\$0.00	\$0.00

Contract Provider Detail Budget

Professional Partner - MH- Youth - Non Residential - Short Term -	\$ 0.00	\$ 279,021.00	\$ 279,021.00	\$ 279,021.00	\$ 0.00	\$ 0.00	\$ 0.00
Psychiatric Residential Rehabilitation - MH- Adult - Residential	\$ 40,000.00	\$ 17,353.00	\$ 57,353.00	\$ 57,353.00	\$ 0.00	\$ 851,693.00	\$ 0.00
Recovery Support - MH- Adult - Non Residential	\$ 0.00	\$ 389,462.00	\$ 389,462.00	\$ 389,462.00	\$ 0.00	\$ 15,163.00	\$ 0.00
Region CQI Coordination - MH- Adult - Coordination/Administration -	\$ 0.00	\$ 162,224.00	\$ 162,224.00	\$ 162,224.00	\$ 0.00	\$ 0.00	\$ 0.00
Regional Administration - MH- Adult - Coordination/Administration -	\$ 0.00	\$ 274,557.00	\$ 274,557.00	\$ 274,557.00	\$ 0.00	\$ 1,022,579.00	\$ 0.00
Regional Consumer Coordination - MH- Adult -	\$ 0.00	\$ 144,169.00	\$ 144,169.00	\$ 144,169.00	\$ 0.00	\$ 0.00	\$ 0.00
Regional Disaster Coordination - MH- Adult -	\$ 0.00	\$ 10,404.00	\$ 10,404.00	\$ 10,404.00	\$ 0.00	\$ 0.00	\$ 0.00
Regional Emergency Coordination - MH- Adult -	\$ 0.00	\$ 121,884.00	\$ 121,884.00	\$ 121,884.00	\$ 0.00	\$ 0.00	\$ 0.00
Regional Housing Coordination - MH- Adult -	\$ 0.00	\$ 242,177.00	\$ 242,177.00	\$ 242,177.00	\$ 0.00	\$ 0.00	\$ 0.00
Regional Housing Coordination - MH- Adult -	\$ 0.00	\$ 11,550.00	\$ 11,550.00	\$ 11,550.00	\$ 0.00	\$ 0.00	\$ 0.00
Regional Youth System Coordination - MH- Youth -	\$ 0.00	\$ 46,646.00	\$ 46,646.00	\$ 46,646.00	\$ 0.00	\$ 0.00	\$ 0.00
Secure Residential - MH- Adult - Residential	\$ 0.00	\$ 93,825.00	\$ 93,825.00	\$ 93,825.00	\$ 0.00	\$ 5,291,011.00	\$ 0.00
Secure Residential R&B - MH- Adult - Residential	\$ 0.00	\$ 41,873.00	\$ 41,873.00	\$ 41,873.00	\$ 0.00	\$ 236,473.00	\$ 0.00
Service Initiative - MH- Adult - Region Initiative - Consumer - 99999	\$ 0.00	\$ 14,918.00	\$ 14,918.00	\$ 14,918.00	\$ 0.00	\$ 0.00	\$ 0.00
Service Initiative - MH- Adult - Region Initiative - Special Population -	\$ 0.00	\$ 8,369.00	\$ 8,369.00	\$ 8,369.00	\$ 0.00	\$ 0.00	\$ 0.00
Service Initiative - MH- Adult - Region Initiative - Trauma - 99999	\$ 0.00	\$ 20,520.00	\$ 20,520.00	\$ 20,520.00	\$ 0.00	\$ 0.00	\$ 0.00
Supported Employment - MH- Adult - Non Residential	\$ 0.00	\$ 231,244.00	\$ 231,244.00	\$ 231,244.00	\$ 0.00	\$ 13,310.00	\$ 0.00
Supported Housing - MH- Adult - Non Residential - H0044-HE	\$ 0.00	\$ 715,357.00	\$ 715,357.00	\$ 715,357.00	\$ 0.00	\$ 0.00	\$ 0.00
Supported Housing - MH- Adult - Non Residential - Trans Age 19-26 -	\$ 0.00	\$ 73,997.00	\$ 73,997.00	\$ 73,997.00	\$ 0.00	\$ 0.00	\$ 0.00
Therapeutic Consultation - MH- Youth - Children - H2019-TJ	\$ 0.00	\$ 29,452.00	\$ 29,452.00	\$ 29,452.00	\$ 0.00	\$ 0.00	\$ 0.00
Unallocated Available - MH - UnAllocated	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Unallocated Locked - MH - UnAllocated	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Contract Provider Detail Budget

Substance Abuse Disorder	\$ 562,321.85	\$ 4,745,350.00	\$ 5,307,671.85	\$5,307,671.85	\$0.00	\$11,532,411.01	\$0.00
Service Name	Provider Federal Budget	Provider State Budget	Provider Total Budgeted	Service Budgeted Amount	Budget Difference	Initial Match Amount	Final Match Amount
Assessment - SUD- Adult - Non Residential	\$ 0.00	\$ 214,170.00	\$ 214,170.00	\$ 214,170.00	\$0.00	\$565,388.16	\$0.00
Assessment - SUD- Youth - Children	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00	\$0.00	\$0.00
Assessment - SUD- Youth - Children - Rate	\$ 0.00	\$ 29,209.00	\$ 29,209.00	\$ 29,209.00	\$0.00	\$27,662.00	\$0.00
Community Support - SUD- Adult - Non Residential	\$ 3,202.13	\$ 3,044.00	\$ 6,246.13	\$ 6,246.13	\$0.00	\$448,353.00	\$0.00
CQI Coordination Training - SUD- Adult - Coordination/Administration	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00	\$0.00	\$0.00
Crisis Response - SUD- Adult - Emergency	\$ 0.00	\$ 89,948.00	\$ 89,948.00	\$ 89,948.00	\$0.00	\$0.00	\$0.00
Crisis Stabilization - SUD- Adult - Emergency - SE	\$ 0.00	\$ 62,136.00	\$ 62,136.00	\$ 62,136.00	\$0.00	\$0.00	\$0.00
Crisis Stabilization-5 - SUD- Adult - Emergency - S9485	\$ 0.00	\$ 668,508.00	\$ 668,508.00	\$ 668,508.00	\$0.00	\$0.00	\$0.00
Dialectical Behavioral Therapy Training - SUD- Adult - Non Residential	\$ 0.00	\$ 209,370.00	\$ 209,370.00	\$ 209,370.00	\$0.00	\$0.00	\$0.00
Dual Disorder Residential - SUD- Adult - Residential	\$ 35,579.27	\$ 68,674.00	\$ 104,253.27	\$ 104,253.27	\$0.00	\$1,285,616.00	\$0.00
Flex Funds - SUD- Adult - Non Residential - 99999	\$ 0.00	\$ 9,941.00	\$ 9,941.00	\$ 9,941.00	\$0.00	\$0.00	\$0.00
Halfway House - SUD- Adult - Residential	\$ 79,905.35	\$ 303,682.00	\$ 383,587.35	\$ 383,587.35	\$0.00	\$1,863,665.73	\$0.00
Inpatient Post Commitment Treatment Days - SUD- Adult - Inpatient	\$ 0.00	\$ 11,934.00	\$ 11,934.00	\$ 11,934.00	\$0.00	\$0.00	\$0.00
Intensive Community Services - SUD- Adult - Non Residential - H0037-	\$ 0.00	\$ 114,679.00	\$ 114,679.00	\$ 114,679.00	\$0.00	\$0.00	\$0.00
Intensive Outpatient / Adult - SUD- Adult - Non Residential	\$ 8,539.03	\$ 74,509.00	\$ 83,048.03	\$ 83,048.03	\$0.00	\$239,825.56	\$0.00
Intermediate Residential - SUD- Adult - Residential	\$ 23,126.53	\$ 8,040.00	\$ 31,166.53	\$ 31,166.53	\$0.00	\$127,067.00	\$0.00
Medically Monitored Withdrawal Management - SUD- Adult -	\$ 53,368.91	\$ 43,695.00	\$ 97,063.91	\$ 97,063.91	\$0.00	\$416,574.00	\$0.00
Mental Health Respite - SUD- Adult - Emergency - H0045-HF	\$ 0.00	\$ 399,872.00	\$ 399,872.00	\$ 399,872.00	\$0.00	\$54,087.00	\$0.00
Motivational Interviewing Training - SUD- Adult - Non Residential -	\$ 0.00	\$ 58,025.00	\$ 58,025.00	\$ 58,025.00	\$0.00	\$0.00	\$0.00
Navigator - SUD- Adult - Non Residential - H0030-HF	\$ 0.00	\$ 127,709.00	\$ 127,709.00	\$ 127,709.00	\$0.00	\$0.00	\$0.00
Outpatient Psychotherapy - SUD- Adult - Non Residential	\$ 10,940.98	\$ 150,852.00	\$ 161,792.98	\$ 161,792.98	\$0.00	\$630,910.00	\$0.00
Outpatient Psychotherapy - SUD- Adult - Non Residential - SE	\$ 0.00	\$ 115,152.00	\$ 115,152.00	\$ 115,152.00	\$0.00	\$0.00	\$0.00
Outpatient Psychotherapy - SUD- Adult - Non Residential - WSA	\$ 0.00	\$ 5,750.00	\$ 5,750.00	\$ 5,750.00	\$0.00	\$80,995.00	\$0.00
Outpatient Psychotherapy - SUD- Youth - Children	\$ 0.00	\$ 9,540.00	\$ 9,540.00	\$ 9,540.00	\$0.00	\$74,435.00	\$0.00
Outpatient Psychotherapy - SUD- Youth - Non Residential - SE	\$ 0.00	\$ 38,731.00	\$ 38,731.00	\$ 38,731.00	\$0.00	\$0.00	\$0.00
Peer Support - SUD- Adult - Non Residential	\$ 0.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$0.00	\$74,611.56	\$0.00
Prevention - Alternative Act - SUD- Adult - Prevention	\$ 13,223.75	\$ 0.00	\$ 13,223.75	\$ 13,223.75	\$0.00	\$0.00	\$0.00
Prevention - Community Based - SUD- Adult - Prevention	\$ 10,824.99	\$ 0.00	\$ 10,824.99	\$ 10,824.99	\$0.00	\$0.00	\$0.00
Prevention - Education - SUD- Adult - Prevention	\$ 29,938.18	\$ 0.00	\$ 29,938.18	\$ 29,938.18	\$0.00	\$0.00	\$0.00
Prevention - Environmental - SUD- Adult - Prevention	\$ 42,353.21	\$ 0.00	\$ 42,353.21	\$ 42,353.21	\$0.00	\$0.00	\$0.00
Prevention - Info Dissemination - SUD- Adult - Prevention	\$ 3,913.72	\$ 0.00	\$ 3,913.72	\$ 3,913.72	\$0.00	\$0.00	\$0.00
Prevention - Prob. Identification - SUD- Adult - Prevention	\$ 10,673.78	\$ 0.00	\$ 10,673.78	\$ 10,673.78	\$0.00	\$0.00	\$0.00
Prevention - Training - SUD- Adult - Prevention - 99999	\$ 7,115.85	\$ 0.00	\$ 7,115.85	\$ 7,115.85	\$0.00	\$0.00	\$0.00
Prevention Mini Grants - SUD- Adult - Prevention - 99999	\$ 7,115.85	\$ 0.00	\$ 7,115.85	\$ 7,115.85	\$0.00	\$0.00	\$0.00
Recovery Support - SUD- Adult - Non Residential	\$ 0.00	\$ 267,285.00	\$ 267,285.00	\$ 267,285.00	\$0.00	\$0.00	\$0.00
Recovery Support - SUD- Adult - Non Residential - WSA	\$ 0.00	\$ 54,259.00	\$ 54,259.00	\$ 54,259.00	\$0.00	\$18,762.00	\$0.00
Region CQI Coordination - SUD- Adult - Coordination/Administration	\$ 0.00	\$ 162,223.00	\$ 162,223.00	\$ 162,223.00	\$0.00	\$0.00	\$0.00
Regional Administration - SUD- Adult - Coordination/Administration	\$ 0.00	\$ 274,558.00	\$ 274,558.00	\$ 274,558.00	\$0.00	\$184,004.00	\$0.00
Regional Disaster Coordination - SUD- Adult -	\$ 0.00	\$ 10,404.00	\$ 10,404.00	\$ 10,404.00	\$0.00	\$0.00	\$0.00
Regional Prevention Coordination - SUD- Adult -	\$ 59,863.55	\$ 124,768.00	\$ 184,631.55	\$ 184,631.55	\$0.00	\$0.00	\$0.00
Regional Youth System Coordination - SUD- Youth -	\$ 0.00	\$ 46,647.00	\$ 46,647.00	\$ 46,647.00	\$0.00	\$0.00	\$0.00
Service Initiative - SUD- Adult - Region Initiative - Consumer - 99999	\$ 0.00	\$ 14,918.00	\$ 14,918.00	\$ 14,918.00	\$0.00	\$0.00	\$0.00
Service Initiative - SUD- Adult - Region Initiative - Trauma - 99999	\$ 0.00	\$ 20,520.00	\$ 20,520.00	\$ 20,520.00	\$0.00	\$0.00	\$0.00
Short Term Residential - SUD- Adult - Residential	\$ 107,421.29	\$ 99,837.00	\$ 207,258.29	\$ 207,258.29	\$0.00	\$2,970,069.00	\$0.00
Short Term Residential - SUD- Adult - Residential - WSA - H0018-HF	\$ 6,790.30	\$ 178,221.00	\$ 185,011.30	\$ 185,011.30	\$0.00	\$1,624,602.00	\$0.00
SOAR - SUD- Adult - Non Residential	\$ 0.00	\$ 65,228.00	\$ 65,228.00	\$ 65,228.00	\$0.00	\$16,577.00	\$0.00
Social Detoxification - SUD- Adult - Emergency	\$ 16,010.67	\$ 43,801.00	\$ 59,811.67	\$ 59,811.67	\$0.00	\$190,978.00	\$0.00
Supported Employment - SUD- Adult - Non Residential	\$ 0.00	\$ 110,600.00	\$ 110,600.00	\$ 110,600.00	\$0.00	\$13,309.00	\$0.00
Supported Housing - SUD- Adult - Non Residential - H0043-HF	\$ 0.00	\$ 276,283.00	\$ 276,283.00	\$ 276,283.00	\$0.00	\$0.00	\$0.00

Contract Provider Detail Budget

Supported Housing - SUD- Adult - Non Residential - WC Housing	\$ 0.00	\$ 85,925.00	\$ 85,925.00	\$ 85,925.00	\$0.00	\$0.00	\$0.00
Therapeutic Community - SUD- Adult - Residential - SE	\$ 0.00	\$ 32,142.00	\$ 32,142.00	\$ 32,142.00	\$0.00	\$0.00	\$0.00
Therapeutic Community - SUD- Adult - Residential - WSA	\$ 32,414.50	\$ 50,561.00	\$ 82,975.50	\$ 82,975.50	\$0.00	\$624,920.00	\$0.00
Unallocated Available - SUD - UnAllocated	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00	\$0.00	\$0.00
Unallocated Locked - SUD - UnAllocated	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00	\$0.00	\$0.00

**Department of Health and Human Services (DHHS)
Division of Behavioral Health (DBH)**

FINANCIAL ELIGIBILITY

Effective Date: 3/1/98

Revision Date: 6/1/01, 4/1/02, 1/30/03, 11/13/07, 7/18/12; 11/20/12; 7/26/2021; 11/20/2021; 5/23/22

Purpose: The Department of Health & Human Services Division of Behavioral Health has established Financial Eligibility Standards for consumers of behavioral health services. The Division of Behavioral Health will reimburse service providers for mental health and substance use disorder services for consumers who meet clinical eligibility criteria and who meet the following financial eligibility criteria. “Each regional behavioral health authority shall adopt a policy for use in determining financial eligibility of all consumers and shall adopt a uniform schedule for fees and copays, based on the policy and schedule developed by the Division to be assessed against consumers utilizing community-based behavioral health services in the region.... Each regional behavioral health authority shall assure that its policy and schedule of fees and copays are applied uniformly by the providers in the region.” (Neb. Rev. Stat §71-809, Sec 2)

Rationale: Pursuant to Nebraska Revised Statutes §71-804, §71-806 and §71-809, as amended; to ensure compliance with same.

I. Payer of Last Resort

1. The Division of Behavioral Health is the Payer of Last Resort for behavioral health services for consumers who meet:
 - a. Financial eligibility criteria as specified in this policy and Fee Schedules;
 - b. Citizenship/lawful presence as defined by Neb. Rev. Stat. §4-108 to 4-114 and living in the state voluntarily with the intent of making Nebraska his/her home; and,
 - c. For individuals regardless of citizenship/lawful presence status receiving emergency services or inpatient or outpatient treatment mandated by Mental Health Board or for individuals mandated into the care of DHHS by a court order.
2. The Division of Behavioral Health will not reimburse:
 - a. For Medicaid and Medicare eligible services provided to eligible consumers. If the consumer has accrued personal needs allowance and creates savings that disqualify him/her from a benefit such as Medicaid, the full cost of the service must be assessed to the consumer until he/she qualifies for the Medicaid benefit. No additional compensation in excess of the amount paid by Medicaid or Medicare claim may be billed to the Division.

- b. For any portion of services required to be paid by a Medicaid recipient to meet a share of cost obligation.
 - c. For mental health or substance use disorder services that are eligible for or covered under other health insurance benefits, including Medicare, that were denied by an insurance company due to provider error or insufficient documentation, that were not submitted to the insurance company as outlined in Section II. or that was not submitted to the insurance company by request of the consumer.
 - d. For any service in which the consumer is deemed eligible to pay the cost of the service.
- II. For any authorized service in which the consumer does not have documented authorization as required by the Division. **Services Paid by the Division of Behavioral Health**
- 3. For persons who meet the Division's clinical eligibility and financial eligibility criteria, the provider will be:
 - a. Paid the rate set by the Division of Behavioral Health for services provided which are pre-authorized within the Division's Centralized Data System (CDS) or registered services that have a statewide rate established;
 - b. Paid a Region-determined rate for services provided which are registered with the CDS and approved by DBH;
 - c. Paid or reimbursed for allowable uncompensated expenses (expense reimbursement) for services provided which are registered within the CDS or otherwise documented as required by the Division of Behavioral Health, not to exceed the actual cost of the service less any copayment and third party payment received for the service.
 - d. Denied insurance based on the conditions and parameters cited in II.3.d.1 through 11.3.d.11 below.
 - 1. The provider may bill the Region or Division for services performed for consumers eligible for DHHS funded services after the denial of insurance benefit has been received as long as conditions in this section are fully are met. Failure to meet any condition will result in denial of payment for the claim
 - 2. Denied claims for a service may be billed to the Division as long as:
 - i. All services performed were submitted to the insurance company within sixty (60) calendar days after the date of service and the date of submission documented for subsequent review and tracking.
 - ii. The denial is not due to provider error or for failure to submit required information.
 - iii. The denied claim is subsequently billed to the Division within sixty (60) calendar days of receiving the insurance denial. If the billing cannot be submitted due to

the consumer's admission date being greater than 90 calendar days in the past, the following timelines apply:

- a. A CDS change request must be made to Division within sixty (60) calendar days of receiving the insurance denial; and,
 - b. The billing to the Division must be made within (60) calendar days of receiving confirmation the CDS admission date has been changed.
3. The provider may also, at the risk of violating any third party or insurance company agreement, bill allowable costs incurred in the performance of services that may be covered by the Division prior to billing any third party or insurance company. In doing this, the provider assumes all risk and penalties associated with any act that may be deemed a violation of a third party agreement or insurance company agreement, and may not bill any penalty or subsequent loss of revenue for services to individuals ineligible for DBH services to the Division. The Division reserves the right to seek reimbursement for any payment for which it would have been eligible for if the third party agreement or insurance company agreement had not been violated.
4. Except when it may pose a danger to the consumer (see II.B.7), before any cost incurred in the performance of services that may be covered by a consumer's insurance can be billed to the Division, all services performed must be submitted to the insurance company within 60 (sixty) working days after the date of service and the date of submission documented for subsequent review and tracking.
5. After the service is billed to the Division, if the service is subsequently deemed to be covered by insurance and payment is remitted to the provider for the provision of the service, all funds received from the Division for the date of service being reimbursed must be reimbursed back to the Division on the next payment request.
6. If the service is deemed not covered by insurance or payment is denied due to the consumer's deductible not being met, a copy of the Explanation of Benefits must be placed in the consumer's file;
7. Once a consumer deductible has been met and the insurance company submits payment for services to the provider, no additional costs beyond this payment may be billed to the Division.
8. A provider may bill for services rendered to a consumer that has exhausted all insurance benefits if the person continues to meet financial eligibility criteria, the service is deemed medically necessary by the insurance company for treatment and timelines identified .
9. In the event a provider receives insurance payments after the end of the fiscal year for services paid by the Division in the previous year, the provider must reimburse the Division these funds on the next payment request to the Region.

10. In the event an agency is ceasing operation or will no longer be under contract with a Region prior to all insurance claims for DBH eligible consumers being processed, prior to the end of the contract, the Region must review all documentation to determine an estimated amount of funds that may be due to the Division and this amount be subtracted from the final bill submitted by the provider to the Region for payment by the Division. The Division also reserves the right to conduct this review and determine the amount to be reimbursed for any service provided by the Region or if a Region fails to conduct the review.
11. A provider may waive the filing of insurance forms if doing so will pose a danger to the consumer and the waiver is documented on the eligibility worksheet provided by DHHS or in the consumer's file if an alternative worksheet is utilized. Situations where this can happen include instances when domestic violence or child abuse is happening in the home.

III. Terms

1. For the purposes of financial eligibility:

- a. **Taxable Income** is defined as alimony, wages, tips, or other money received for a good or service. This information can be obtained by review of, paycheck records, SSI/SSDI eligibility, Medicaid eligibility, and/or a signed statement from the client. For purposes of the Eligibility Worksheet, the taxable income of the consumer and other adult dependents should be used to determine Taxable Monthly Income. For the purposes of completing the Eligibility Worksheet, the following items are not included as taxable income: SSI, SSDI, child support or monetary assistance received from family or non-family members.
- b. If the person receiving services is under the age of 19 and has not been designated by a court as emancipated, the custodial parent(s) alimony, wages, tips or other money received for a good or service must be used to determine financial eligibility.
- c. **Liability** is defined as money owed to another person or agency to secure items such as housing or transportation, and is limited to liabilities included on the Eligibility Worksheet. The information can be obtained by review of previous monthly statements or a signed statement from the consumer.
- d. **Client Fees** is defined as any Co-pay, Room and Board Fee that is required to be paid to receive the service.
- e. **Co-pay:** Also known as copayment; fixed amount required to be paid for each appointment or unit of service. The co-pay amount may not exceed the amount designated by the DBH or the Region for the service.
- f. **Room and board:** Fixed per day amount required to be paid by the consumer for meals and the use of a bed in residential facilities. The room and board fee may not be in excess of actual costs incurred for these services by the provider.

- g. Dependent:** Any person married or cohabitating with the consumer or any child under the age of 19 who depends on the consumer's income for food, shelter and care. Dependents may include parents, grandparents or adult children if the individual(s) are living with the consumer and they are dependent on the consumer's income for their food, shelter, or care.
- h. Daycare:** Refers to the funds paid to a place, program, organization or other third party for the care and well-being of one or more children under the age of 19 while parent(s) or other primary caregiver is working, in school, or in treatment.
- i. Rate** is defined as a) the rate set by the Division of Behavioral Health for services provided which are pre-authorized with the Administrative Services Organization or registered services that have a statewide rate established; b) a Region-determined rate for services provided which are registered with the Administrative Services Organization (ASO) or otherwise documented as required by the Division or Region.
- j. Cost** refers to the specific expenses incurred by an agency for providing a unit of service or the average costs of serving all customers within a given service when a Division or Region rate has not been determined for reimbursement purposes. This includes personnel, occupancy, supplies, administrative expenses, and similar types of expenditures. In determining the specific costs, a provider may include a substantiated allowance for uncollectible client fees but may not include funds in excess of actual cost (i.e., profit) per state regulations.

IV. Consumer Eligibility:

1. Prior to billing the Region and/or Department, the provider must determine if the consumer is financially eligible for the Division of Behavioral Health to pay for services. The Division of Behavioral Health and/or the Network Manager may request verification of consumers' financial eligibility from any provider.
2. To determine if a consumer meets financial eligibility criteria, on the HHS/Division of Behavioral Health Financial Eligibility & Fee Schedule:
 - a. Complete the Eligibility Worksheet for the consumer to determine the Adjusted Monthly Income amount.
 - b. Locate the adjusted monthly income amount on the schedule.
 - c. Locate the total number of family members dependent on the taxable income.
 - d. Consumers who by Adjusted Monthly Income and number of family members dependent on the taxable income fall within the shaded areas on the chart are eligible for services funded by Division of Behavioral Health. Costs (as defined in Section II) associated with performance of services to eligible consumers may be billed to the Division.
 - e. Consumers who by Adjusted Monthly Income and number of family members dependent on the taxable income fall within the un-shaded area of the HHS/Division of Behavioral

Health Financial Eligibility Schedule are not financially eligible for payment by the State. No costs associated with performance of these services may be billed to the Division.

V. Copayment Amount:

1. To determine the maximum copayment to be requested from a consumer, on the DHHS/Division of Behavioral Health Financial Eligibility Schedule:
 - a. Locate the Adjusted Monthly Income amount on the appropriate schedule:
 - i. **Hardship Fee Schedule:** For individuals who have met one or more of the hardship criteria;
 - ii. **Emergency Access Services Fee Schedule:** For individuals receiving assistance from Crisis Response Team, Emergency Community Support, Housing Related Assistance, 24-hour hotlines, or in a peer run hospital diversion program where individuals can stay less than 24 hours;
 - iii. **Financial Eligibility Fee Schedule:** For all individuals eligible to receive DBH funded services but who are not eligible for other approved fee schedules;
 - iv. **Financial Eligibility Fee Schedule – Outpatient Competency Restoration Prescription Assistance Program**
 - b. Locate the total number of family members dependent on the taxable income.
 - c. The box where the column and row intersect is the amount or rate that can be charged to the consumer for each appointment or unit of service.
 - d. The RBHA shall adopt a policy for use in determining the financial eligibility of all consumers and shall adopt a uniform schedule of fees and copays, based on the policy and schedule developed by the Division, to be assessed against consumers utilizing community based behavioral health services in the region. Each RBHA shall assure that its policy and schedule of fees and copays are applied uniformly by the providers in the Region.

VI. General Provisions

1. A provider may not deny service to an individual solely on the basis of inability to pay a copayment. If a consumer is determined to have the ability to pay and is charged a copay amount, as determined by applying the Adjusted Monthly Income from the Eligibility Worksheet for NBHS Funded Service to the appropriate Fee Schedule (see Section V, Item A), but refuses to pay or is in arrears for the copayment amount, the provider may decline services to the individual until they have remitted payment(s).
2. The assessment of a consumer's financial eligibility is an ongoing process. The consumer's financial eligibility status must be re-assessed annually or when known changes occur such as changes in

taxable income or number of dependents. The re-assessment may increase or decrease the co-pay obligations of the consumer.

3. Consumers who refuse to provide financial information shall be charged full cost of services. The provider may not bill the Division of Behavioral Health for any service for which the consumer is responsible due to failure to provide financial information or signed statement.
4. Any fees or copayments for Substance Abuse Education and Diversion programs are determined by the Region or other provider and are not subject to provisions of this policy.
5. Residential levels of care will receive payment based on the Division's established rates. In addition to room and board fees, a copayment may also be assessed. Room and board fee may not be in excess of actual costs (as defined in Section III.4) incurred for these services by the provider. All copayments charged must be in compliance with the DHHS Division of Behavioral Health Financial Eligibility and Fee Schedule.
6. For persons on whom payment of such fees would impose extreme hardship, an alternative fee schedule developed by the Division may be used following the same method as describe in Sections IV and V. Criteria for "hardship" will include:
 - a. Severe and persistent mental illness
 - b. Serious emotional disorder in youth 19 or under
7. Medical bills or medical debt in excess of 10% of the taxable annual income (as determined by taking (Taxable Monthly Income x 12) x 10%). A hardship may not be granted for non-medical related debt. If required, documentation of the debt may be obtained from statements or invoices from hospitals, doctors, labs, pharmacy, or similar medical related entities. Debt that is not medical in nature may not be used to determine eligibility for hardship.
8. Eligibility for the alternative hardship fee must be clearly documented on the Eligibility Worksheet.

Rationale: Pursuant to Nebraska Revised Statutes 29-1823 for Outpatient Competency Restoration, as amended; to ensure compliance with same.

VII. Outpatient Competency Restoration Prescription Program

1. Persons ordered by the Courts to the care of DHHS for Outpatient Competency Restoration, may be eligible to receive competency restoration related prescriptions at low or no cost. To be eligible, the consumer must
 - a. Have been court ordered for outpatient competency restoration through the DHHS;
 - b. Have no other source of prescription coverage including Medicaid, Medicare, veteran, or private insurance; and,
 - c. Meet financial eligibility guidelines as defined in Section IV.
2. Prescription assistance will only be provided while the person is ordered for competency restoration and the person will be automatically discharged from the prescription assistance program upon discharge from the restoration program. Once discharged, no medications will be dispensed from the pharmacy to the person.

3. To enroll, the person must:
 - a. Complete the Outpatient Competency Prescription Assistance Request
 - b. Complete the Eligibility Worksheet for NBHS Funded Services – Outpatient Competency Restoration Prescription Program
 - c. Agree to pay for all copays determined.
 - d. Submit or have a healthcare provider submit a valid prescription from a licensed provider for medication(s) from the approved formulary listing. The prescription must include:
 - e. Name, DOB, address, medication, directions, indication, quantity, number of refills, prescriber signature and DEA#; and contact information for clinic or provider
4. Only medications on the list of available medications, also known as the formulary, will be provided.
5. A maximum of a 30-day supply will be allowed for any medication. Prescriptions are limited to a maximum of five (5) refills, with the exception made for Clozapine. Prescriptions are valid for six (6) months on controlled substances and one year on all others. Generic substitutions will be dispensed when available.
6. Medications will be mailed to participants. Participants must request refills monthly. Refills can take 3 – 7 days to arrive.



FY24 Division of Behavioral Health Rates
Community Mental Health & Substance Abuse Services
as of July 1, 2023

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LEVEL OF CARE	SERVICES	MH or SUD	Population (A=Adults; Y=Youth)	UM (Auth or Reg)	Unit	FY24
						1113
Non-Residential Services	LEVEL 1					
	Day Treatment	MH	A	Auth	Day/5 hrs	\$264.29
		MH	A	Auth	1/2 Day/3 hrs	\$134.79
	Partial Care	SUD	A	Auth	Day	\$98.08
	LEVEL 2					
	Intensive Outpatient (Traditional & Matrix)	SUD	A,Y	Auth	Hour	\$43.29
	LEVEL 3					
	Day Rehabilitation	MH	A	Auth (for day only; will pay for 1/2 day)	Day/5 hrs	\$84.20
			A		1/2 Day/3 hrs	\$47.28
	LEVEL 4					
	Assessment	MH, SUD	A,Y	Reg	Per Assessment	\$302.09
	Addendum	MH, SUD	A,Y	Reg	Per Addendum	\$154.07
	Outpatient Therapy					
	■ Individual	MH, SUD	A,Y	Reg	45 Mins	\$152.16
	■ Family	MH, SUD	A,Y	Reg	45 Mins	\$152.16
	■ Group	MH, SUD	A,Y	Reg	Per Consumer hour	\$38.04
	Intensive Community Services	MH, SUD	A	Reg	Month	Region rate or NFFS
	Medication Management	MH	A,Y	Reg	15 mins	\$86.74
	Opioid Treatment Program	SUD	A	Reg	Hour	Region rate or NFFS
	MAT for Alcohol Use Disorder					
	■ Medication Management	See above	See above	Reg	See above	See above
	■ Medications	SUD	A,Y	NA	Acamprosate, Disulfiram, Naltrexone, Topiramate only	At Cost
	MAT for Opioid Use Disorder					
	■ Medication Management	See above	See above	Reg	See above	See above
	■ Outpatient Therapy	See above	See above	Reg	See above	See above
	■ Labs & Medications	SUD	A	NA	Per encounter	At Medicaid rate for medications and labs
	■ Dispensing Fee (SOR only)	SUD	A	NA	Per prescription fill per encounter	\$10.02
	LEVEL 5					
	Day Support	MH	A	Reg	Day	Region rate or NFFS
	Peer Support					
	■ Individual	MH, SUD	A,Y	Reg	15 mins	\$14.85
	■ Group	MH, SUD	A,Y	Reg	Per Consumer 15 min	\$10.21
	Recovery Support	MH, SUD	A	Reg	15 mins	Region rate or NFFS



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LEVEL OF CARE	SERVICES	MH or SUD	Population (A=Adults; Y=Youth)	UM (Auth or Reg)	Unit	FY24
						1113
	Supported Employment Milestone structure in greyscale is being phased out in FY24. No new admission into Milestone structure after 7/1/23.					
	Supported Employment	MH, SUD	A, Y	Reg	Milestone 1	Not billable as of July 2023
		MH, SUD	A, Y	Reg	Milestone 2	\$1,750.00
		MH, SUD	A, Y	Reg	Milestone 3	\$1,500.00
		MH, SUD	A, Y	Reg	Milestone 4	\$1,500.00
		MH, SUD	A, Y	Reg	Milestone 5 (1 Hour)	\$87.49
	Supp. Employment Benefit Services	MH	A	Reg	15 mins	\$15.37
	Supported Employment Extended Services	MH, SUD	A	Reg	TBD	TBD
	Support Housing	MH, SUD	A, Y	Reg	Month	See Housing Manual
	Landlord Risk Mitigation	MH	A, Y	Reg	NA	See Housing Manual
	Therapeutic Consultation	MH	Y	Reg	15 mins	Region rate or NFFS
	Transitional					
	Psych Residential Rehab	MH	A	Auth	Day	\$164.04
	Dual Disorder Residential	SUD	A	Auth	Day	\$317.04
	Short Term Residential	SUD	A	Auth	Day	\$283.05
	Therapeutic Community	SUD	A	Auth	Day	\$199.88
	Halfway House	SUD	A	Auth	Day	\$144.54
	Intermediate					
	Intermediate Residential	SUD	A	Auth	Day	\$206.11
	Intermediate Residential	MH	A	Auth	Day	TBD
	Psychiatric Residential Treatment Center (PRTF)					
	■Speciality	MH, SUD	Y	Auth	Day	\$448.31
	■Community Based Non-Speciality	MH, SUD	Y	Auth	Day	\$421.35
	■Hospital Based	MH, SUD	Y	Auth	Day	\$566.36
	Secure Residential (Inc Room & Board)	MH	A	Auth	Day	\$494.72
	Secure Res Room & Board Only (for Medicaid eligible only)	MH	A	NA	Day	\$47.03
	Inpatient					
	Acute Inpatient	MH	A	Auth	Day	\$1,108.13
	Subacute Inpatient	MH	A	Auth	Day	\$831.09
	Inpatient Post Commitment	MH, SUD	A	Reg	Day	\$831.09
	Crisis Youth Inpatient	MH	Y	Reg	Day	\$1,108.13
	Hospital Supplemental Support	MH	A	NA	Hour	\$48.20
	24 hr. Crisis Phone	MH, SUD	A, Y	Reg	15 mins	Region rate or NFFS
	Crisis Assessment	MH, SUD	A, Y	Reg	Assessment	Region rate or NFFS
	Crisis Response Teams	MH/SUD	A, Y	Reg	15 min	Region rate or NFFS



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						1113
Emergency Services	Crisis Psychotherapy					
	■First Hour	MH, SUD	A,Y	Reg	Hour	\$132.26
	■Additional 30 Minutes -added to First Hour	MH, SUD	AY	Reg	.5 hour	\$58.83
	Respite	MH, SUD	A,Y	Reg	Day	Region rate or NFFS
	Crisis Stabilization	MH/SUD	A, Y	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
	Emergency Psychiatric Observation	MH	A	Reg	Hour	Region rate or NFFS
	Emergency Community Support	MH, SUD	A,Y	Reg	15 min	Region rate or NFFS
	Ambulatory Detox (1.0 Withdrawal Management without extended on-site monitoring)	SUD	A	Reg	15 min	\$86.74
	Social Detox- Dually located (3.2 Withdrawal Management)	SUD	A	Reg	Day	\$250.59
	Social Detox -Independently located (3.2 Withdrawal Management)	SUD	A	Reg	Day	\$271.17
	Medically Managed Residential Withdrawal Management (3.7 Withdrawal Management)	SUD	A	Reg	Day	\$546.59
	EPC Services (INVOL)	MH, SUD	A	Reg	Day	\$1,108.13
Community Support Services	Assertive Community Treatment (ACT)	MH	A	Auth	Day	\$61.50
	Assertive Community Treatment - APRN(ACT)	MH	A	Auth	Day	\$61.50
	Community Support	MH	A	Auth	Month	\$395.18
	Community Support	MH	A	Auth	15 min	\$32.86
	Community Support	SUD	A	Auth	Month	\$349.89
	Community Support	SUD	A	Auth	15 min	\$29.08
	Professional Partner	MH	Y, TAY	Reg	Month	\$1,080.42
	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



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LEVEL OF CARE	SERVICES	MH or SUD	Population (A=Adults; Y=Youth)	UM (Auth or Reg)	Unit	FY24
						TOTAL
FEP	Coordinated Specialty Care					
	Urban Team	MH	A,Y	Reg	Month	\$1,422.02
	Rural Team	MH	A,Y	Reg	Month	\$1,429.25
Region	Administration	MH, SUD	A,Y	NA	Month	NFFS
	Coordination	MH, SUD	A,Y	NA	Month	NFFS
Misc	Service Initiatives/Pilots	MH, SUD	A,Y	Reg	Varies	Region rate or NFFS
	Interpreters	MH, SUD	A,Y	NA	Varies	Region rate or NFFS
	S.O.A.R.	MH, SUD	A,Y	Reg	Hour	Region rate or NFFS
	Flex Funds	MH, SUD	A,Y	See NOM	Varies	See Network Operations Manual

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Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
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