GRANT AWARD

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

REGION 5 SYSTEMS

The **Nebraska Department of Health and Human Services, Behavioral Health, Network** ("DHHS"), has awarded this financial assistance ("Grant Agreement") to **Region 5 Systems** ("Grantee"). For the purposes of this award, "Grant Agreement" is synonymous with "Subaward" and "Grantee" is synonymous with "Subrecipient", as defined in 2 CFR § 200.1.

SECTION 1 - GRANTEE INFORMATION	
Grantee Name	**Grantee Administrative Address**
Region 5 Systems	3600 Union Drive Lincoln, NE 68516-6623
Grantee Unique Entity ID (UEI)	**Employer Identification Number (EIN)**
ENVMRKF23X86	47-0558403
Principal Place of Performance	**State of Nebraska Address Book Number**
Lincoln, NE 68516-6623	544434
Nebraska Congressional District(s) Served	**Authority to Grant**
1st	State and Federal Law Neb. Rev. Stat. § 71-806

SECTION 2 - GRANT DETAILS
Purpose of Grant Agreement
The purpose of this agreement is for Regional Behavioral Health Authorities (RBHAs) to manage and oversee the provision of Mental Health and Substance Use Disorder prevention, treatment, recovery support, and other services.

SECTION 3 - GRANT FUNDING

The Grant Funding information attached to this Grant Agreement outlines the approved revenues and expenses for the Grantee's implementation of the project. The Grantee is not authorized to generate or retain any profit from this grant agreement. Any revisions to the Grant Funding submitted by the Grantee and approved by DHHS will be incorporated into this Grant Agreement.

Awarded Funds – Funding Summary

	Federal Funds		State Funds		
DHHS Award Amount	Committed	Obligated	Committed	Obligated	**Total**
	$2,569,634.00	**$2,569,634.00**	**$16,226,287.00**	**$16,226,287.00**	**$18,795,921.00**

Awarded funds represent the total commitment and obligation amount made available to Grantee. The DHHS Award Amount listed is limited to the amounts, timeframes, and purposes specified within the Grant Agreement, contingent on Grantee utilization, and subject to the availability of funds.

Funding Source Information

The Grant Funding information in this Grant Agreement outlines the approved revenues and expenses for the Grantee's implementation of the project. The Grantee is not authorized to generate or retain any profit from this grant agreement. Any revisions to the Grant Funding submitted by the Grantee and approved by DHHS will be incorporated into this Grant Agreement.

DHHS will provide funding information in accordance with 2 § CFR 200.332. The funding source details presented represent the "best available" information at the time. DHHS reserves the right to update funding information unilaterally as additional information becomes available. Funding for this grant agreement is provided by the following sources:

Funding Source A

Funder Name	United States Department of Health and Human Services (HHS)
Funder Unit	Substance Abuse and Mental Health Services Administration (SAMSA)
Assistance Listing Title	Block Grants for Community Mental Health Services
Assistance Listing Number	93.958

Award ID	FAIN	Award Date	Budget Period	Final Invoice Due Date
A1	B09SM090356	02/03/2025	07/01/2026-09/30/2026	11/15/2026
A2	B09SM090743	01/27/2026	07/01/2026-06/30/2027	08/15/2027

Funding Source B

Funder Name	United States Department of Health and Human Services (HHS)
Funder Unit	Substance Abuse and Mental Health Services Administration (SAMSA)
Assistance Listing Title	Block Grants for Prevention and Treatment of Substance Abuse
Assistance Listing Number	**93.959**

Award ID	FAIN	Award Date	Budget Period	Final Invoice Due Date
B1	B08TI088119	2/24/2025	07/01/2026-06/30/2027	08/15/2027
B2	B08TI088483	1/28/2026	07/01/2026-06/30/2027	08/15/2027

Funding Source C

Funder Name	State of Nebraska
Funder Unit	Department of Health and Human Services (DHHS)

Award ID	Award Date	Budget Period	Final Invoice Due Date
C1	07/01/2025	07/01/2026-06/30/2027	08/15/2027

Grant Award Details

Funding Source ID	Total Funds Committed	Total Funds Obligated	Total Award
A1	$250,000.00	$250,000.00	$250,000.00
A2	$644,378.00	$644,378.00	$644,378.00
B1	$285,000.00	$285,000.00	$285,000.00
B2	$1,390,256.00	$1,390,256.00	$1,390,256.00
C1	$16,226,287.00	$16,226,287.00	$16,226,287.00

SECTION 4 - AGREEMENT DURATION

This Grant Agreement is in effect for the duration of the Period of Performance. If there are multiple Periods of Performance, this Grant Agreement ends at the latest Period of Performance.

Term	
Initial	**Ending**
July 1, 2026	June 30, 2027
Optional Renewals	
Optional renewals are not authorized on this award.	
Modifications to Period of Performance	
Modification to any Period of Performance specified in the Grant Agreement requires explicit prior approval in writing by DHHS. Grantee must notify the DHHS in writing with the supporting reasons of any proposed modifications to the period of performance at least thirty (30) calendar days before the end of the Period of Performance. DHHS reserves the right to consider requests for modifications received by the Grantee as part of risk assessments on future awards and awarding actions with Grantee. Modifications requested merely for the purpose of using unobligated balances or prohibited by the funding source will not be approved. If a modification is approved, the Period of Performance will be amended to end at the completion of the extension.	
Unilateral Termination Required Notice	
If a termination occurs, the Period of Performance will be amended to end upon the effective date of termination. The required notice period for unilateral termination is set forth below.	
DHHS	**Grantee**
Thirty (30) Days	Thirty (30) Days

ATTACHMENTS
1. Grant Funding a. Categorical Budget b. Summary Budget c. Provider Detail Budget d. FY27 Division of Behavioral Health Rate Chart 2. Grant Statement of Work
ADDENDA
1) ADDENDUM A - DHHS General Terms – Grant Agreements – Federal Funds 2) ADDENDUM B - DHHS HIPAA Business Associate Agreement Provisions – Grant Agreements 3) ADDENDUM C - DHHS Data Use Agreement

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**
DATE:	**DATE:**

GRANT FUNDING

STATE OF NEBRASKA – DEPARTMENT OF HEALTH AND HUMAN SERVICES

Grant Funding is issued by the Nebraska Department of Health and Human Services ("DHHS") pursuant to the associated Grant Agreement. DHHS has set forth the funding to be provided under this Grant Agreement consistent with federal regulation. As provided in the DHHS General Terms, information may be updated by DHHS as award information changes. Updates to this funding information may be sent electronically to Grantee through unilateral amendment.

SECTION 1 – PAYMENT STRUCTURE

Cost Reimbursement

DHHS has elected to pay this award as a "cost reimbursement" grant. One or more payment will be made to the grantee for costs incurred during the period of performance, if such costs are reasonable, allowable, and allocable to the award. Payment shall be made under this Grant Agreement as consistent with all applicable federal and state statutes, regulations, and policies.

Invoicing Frequency	Monthly
Invoice Due Date	By the 12th of each month

Grantee shall submit requests for payment to DHHS on the schedule identified above. Upon DHHS request, Grantee shall submit supporting documentation sufficient to verify all claimed costs and to support payment.

Advance Payments

Advanced payments **ARE NOT** authorized on this award.

Payor of Last Resort

Funding is to be used on a reimbursement basis and as a payer of last resort. Funds cannot be used to reimburse for any services that are payable by other State compensation programs, insurance policies, federal or state health benefits program(s) or entities that provide pre-paid health services.

SECTION 2 – COSTS

Allowable Costs

Recipients must exercise proper stewardship over grant funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

All costs must meet the criteria listed in the Code of Federal Regulation 2 CFR §§ 200.402-200.411 in order to be allowable under the Federal award.

Unallowable Costs

Costs which are categorized as unallowable will not be reimbursed. If a cost cannot meet the criteria of reasonableness, allowability, allocability, and consistency, it is unallowable. Grantee must not use award or match funding for unallowable costs.

Unallowable costs for this grant include, but are not limited to:

1) Alcoholic beverages
2) Bad debts
3) Entertainment
4) Fines and penalties
5) Lobbying
6) Unallowable costs listed in the **Network Operations Manual**

Cost Allocation Plan
Costs incurred for this award will be allocated in accordance with the approved Cost Allocation Plan. Only costs that are allowable in accordance with the code of federal regulations will be allocated under this plan.
Matching Requirements
Pursuant to Neb. Rev. Stat. § 71-808(3), the Grantee is required to provide a local match for State funds awarded under this program at a ratio of $1 in local funds for every $3 in State funds. At least forty percent (40%) of the required local match must be derived from county tax revenue. The required local match is a State statutory requirement and is not federal cost sharing or matching under the federal award. Accordingly, local match expenditures are not required to meet federal allowability requirements under 2 C.F.R. Part 200 unless specifically identified as allowable project costs charged to the federal award.
Program Income
Any program income shall be handled under the DEDUCTION method, as consistent with 2 CFR § 200.307, or other applicable law. “Deduction” method means that all income generated from grant related activities are deducted from total allowable costs of the project or program to determine the net allowable costs on which the federal share of costs will be based.
SECTION 3 – GRANT BUDGET
The budget attached is the project budget approved for Grantee implementation. Grantee assumes responsibility for managing funds in a manner consistent with the Grant Agreement to assure proper and efficient administration of the award. The accounting practices of the Grantee must be consistent with any applicable cost principles and support the accumulation of costs as required by the principles. Grantee must provide for adequate documentation to support costs charged to the award.
Budget Changes
Budget Changes **are** authorized on this award. Grantee is permitted to revise the approved budget, provided the revision follows the **budget change** requirements as outlined in Network Operations Manual.
SECTION 4 – ADDITIONAL PROVISION FOR GRANTS/SUBAWARDS
COMPLIANCE WITH PRESIDENTIAL EXECUTIVE ORDERS 14151 AND 14173 Executive Order 14151, issued by President Donald Trump on January 20, 2025, and Executive Order 14173, issued by President Donald Trump on January 21, 2025, prohibit discriminatory “diversity, equity, and inclusion” (DEI) programs and “diversity, equity, inclusion, and accessibility” (DEIA) mandates, policies, programs, preferences, and activities in the federal government. If the Grant Agreement involves federal funds, Grantee shall not use grant funds for any DEI program or for any DEIA mandate, policy, program, or preference. Grantee shall ensure its compliance and the compliance of any subrecipients or contractors with all requirements of Executive Orders 14151 and 14173.

BUDGET				
Region 5 Behavioral Health				
FY27 Mental Health/Substance Use Disorder Services				
07/01/26-06/30/27				
		DHHS AWARD	**Other Funds**	**Total Project Add. Budget**
A	Personnel	$ 1,288,721.07	$ 571,994.57	$ 1,860,715.64
B	Fringe Benefits	$ 446,389.87	$ 171,939.34	$ 618,329.21
C	Travel	$ 16,200.00	$ 6,000.00	$ 22,200.00
D	Equipment	$ -	$ -	$ -
E	Supplies	$ 251,860.06	$ 118,382.05	$ 370,242.11
F	Consultants/Contracts	$ 11,053,016.00	$ -	$ 11,053,016.00
G	Other Direct Costs	$ 5,739,734.00		$ 5,739,734.00
H	Total Direct Costs	$ 18,795,921.00	$ 868,315.96	$ 19,664,236.96
I	Total Indirect Costs	$ -	$ -	$ -
J	Total (Sum H+I)	$ 18,795,921.00	$ 868,315.96	$ 19,664,236.96

Summary of Budget by Funding Category

Selected Contracts:
55555-Y3--Region V--FY27 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	$ 2,203,890.96	$ 2,203,890.96	$ 580,724.00	$ 2,784,614.96
Coordination/Administration	$ 41,500.00	$ 1,259,817.50	$ 1,301,317.50	$ 0.00	$ 1,301,317.50
Emergency	$ 852,000.00	$ 1,561,509.00	$ 2,413,509.00	$ 0.00	$ 2,413,509.00
Inpatient	$ 102,000.00	$ 100,821.00	$ 202,821.00	$ 0.00	$ 202,821.00
Non Residential	$ 2,538,467.00	$ 3,372,042.04	$ 5,910,509.04	$ 313,654.00	$ 6,224,163.04
Non Residential - Trans Age	$ 73,997.00	$ 0.00	$ 73,997.00	$ 0.00	$ 73,997.00
Region Initiative	$ 0.00	$ 17,918.00	$ 17,918.00	$ 0.00	$ 17,918.00
Residential	$ 0.00	$ 355,836.00	$ 355,836.00	$ 0.00	$ 355,836.00
UnAllocated	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total	**$ 3,607,964.00**	**$ 8,871,834.50**	**$ 12,479,798.50**	**$ 894,378.00**	**$ 13,374,176.50**

Substance Use 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	$ 8,883.00	$ 8,883.00	$ 0.00	$ 8,883.00
Coordination/Administration	$ 0.00	$ 618,598.50	$ 618,598.50	$ 168,255.00	$ 786,853.50
Emergency	$ 579,000.00	$ 814,029.00	$ 1,393,029.00	$ 462,233.00	$ 1,855,262.00
Inpatient	$ 5,000.00	$ 6,934.00	$ 11,934.00	$ 0.00	$ 11,934.00
Non Residential	$ 157,491.00	$ 1,250,531.00	$ 1,408,022.00	$ 96,259.00	$ 1,504,281.00
Non Residential - WomenWithChild	$ 0.00	$ 85,925.00	$ 85,925.00	$ 0.00	$ 85,925.00
Other	$ 0.00	$ 200,178.00	$ 200,178.00	$ 0.00	$ 200,178.00
Prevention	$ 0.00	$ 1.00	$ 1.00	$ 363,509.00	$ 363,510.00
Region Initiative	$ 0.00	$ 14,918.00	$ 14,918.00	$ 0.00	$ 14,918.00
Residential	$ 0.00	$ 5,000.00	$ 5,000.00	$ 585,000.00	$ 590,000.00
UnAllocated	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total	**$ 741,491.00**	**$ 3,004,997.50**	**$ 3,746,488.50**	**$ 1,675,256.00**	**$ 5,421,744.50**

Grand Total	**$ 4,349,455.00**	**$ 11,876,832.00**	**$ 16,226,287.00**	**$ 2,569,634.00**	**$ 18,795,921.00**

Contract Provider Detail Budget

Contract Number : 55555-Y3 **Approved** : Approved **Contract Amount** : $ 18,795,921.00

Contract Description : FY27 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	$ 894,378.00	$ 12,479,798.50	$ 13,374,176.50	$13,374,176.50	$0.00	$20,924,862.59	$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 - Rural - H0030-HE	$ 0.00	$ 27,500.00	$ 27,500.00	$27,500.00	$0.00	$0.00	$0.00
Acute Inpatient Hospitalization - MH- Adult - Inpatient	$ 0.00	$ 64,000.00	$ 64,000.00	$64,000.00	$0.00	$0.00	$0.00
Assertive Community Treatment - MH- Adult - Non Residential	$ 195,000.00	$ 0.00	$ 195,000.00	$195,000.00	$0.00	$896,100.00	$0.00
Assessment - MH- Adult - Non Residential	$ 0.00	$ 106,200.00	$ 106,200.00	$106,200.00	$0.00	$278,099.76	$0.00
Assessment - MH- Youth - Children	$ 0.00	$ 16,560.00	$ 16,560.00	$16,560.00	$0.00	$97,377.67	$0.00
Community Support - MH- Adult - Non Residential	$ 0.00	$ 194,500.00	$ 194,500.00	$194,500.00	$0.00	$3,365,538.84	$0.00
CQI Coordination Training - MH- Adult - Coordination/Administration -	$ 0.00	$ 5,000.00	$ 5,000.00	$5,000.00	$0.00	$0.00	$0.00
Crisis Psychotherapy - MH- Youth - Emergency	$ 0.00	$ 2,000.00	$ 2,000.00	$2,000.00	$0.00	$79,100.00	$0.00
Crisis Response - MH- Adult - Emergency	$ 0.00	$ 191,500.00	$ 191,500.00	$191,500.00	$0.00	$1,000.00	$0.00
Crisis Response - MH- Youth - Children	$ 0.00	$ 6,000.00	$ 6,000.00	$6,000.00	$0.00	$0.00	$0.00
Crisis Stabilization-5 - MH- Adult - Emergency - S9485	$ 0.00	$ 1,185,637.00	$ 1,185,637.00	$1,185,637.00	$0.00	$3,100,165.08	$0.00
CrisisResponseinCCBHC - MH- Adult - Emergency	$ 0.00	$ 80,000.00	$ 80,000.00	$80,000.00	$0.00	$0.00	$0.00
CrisisResponseinCCBHC - MH- Youth - Children	$ 0.00	$ 28,250.00	$ 28,250.00	$28,250.00	$0.00	$0.00	$0.00
CSCinCCBHC - MH- Youth - Non Residential - Urban - T1024	$ 118,654.00	$ 0.00	$ 118,654.00	$118,654.00	$0.00	$236,383.00	$0.00
Day Rehabilitation - MH- Adult - Non Residential	$ 0.00	$ 32,000.00	$ 32,000.00	$32,000.00	$0.00	$1,291,077.00	$0.00
Dialectical Behavioral Therapy Training - MH- Adult - Non Residential -	$ 0.00	$ 64,960.00	$ 64,960.00	$64,960.00	$0.00	$0.00	$0.00
Emergency Community Support - MH- Adult - Emergency	$ 0.00	$ 309,372.00	$ 309,372.00	$309,372.00	$0.00	$0.00	$0.00
Emergency Community Support - MH- Youth - Children	$ 0.00	$ 106,000.00	$ 106,000.00	$106,000.00	$0.00	$19,487.00	$0.00
Emergency Protective Custody - MH- Adult - Inpatient	$ 0.00	$ 32,000.00	$ 32,000.00	$32,000.00	$0.00	$0.00	$0.00
Flex Funds - MH- Adult - Non Residential - 99999	$ 0.00	$ 40,000.00	$ 40,000.00	$40,000.00	$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 - S9485	$ 0.00	$ 480,437.00	$ 480,437.00	$480,437.00	$0.00	$0.00	$0.00
Housing Landlord Risk Mgmt - MH- Adult - Non Residential	$ 0.00	$ 20,000.00	$ 20,000.00	$20,000.00	$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	$ 228,918.00	$ 228,918.00	$228,918.00	$0.00	$0.00	$0.00
Interpreter Services - MH- Adult - Non Residential - 99999	$ 0.00	$ 10,000.00	$ 10,000.00	$10,000.00	$0.00	$0.00	$0.00
Medication Management - MH- Adult - Non Residential	$ 0.00	$ 221,000.04	$ 221,000.04	$221,000.04	$0.00	$2,300,440.07	$0.00
Medication Management - MH- Adult - Non Residential - SE	$ 0.00	$ 20,000.00	$ 20,000.00	$20,000.00	$0.00	$0.00	$0.00
Medication Management - MH- Youth - Children	$ 0.00	$ 6,499.96	$ 6,499.96	$6,499.96	$0.00	$38,475.58	$0.00
Mental Health Respite - MH- Adult - Emergency	$ 0.00	$ 617,500.00	$ 617,500.00	$617,500.00	$0.00	$0.00	$0.00
Mental Health Respite - MH- Youth - Children - H0045-TJ	$ 0.00	$ 600,000.00	$ 600,000.00	$600,000.00	$0.00	$0.00	$0.00
Motivational Interviewing Training - MH- Adult - Non Residential - 99999	$ 0.00	$ 11,032.00	$ 11,032.00	$11,032.00	$0.00	$0.00	$0.00
Navigator - MH- Adult - Non Residential	$ 0.00	$ 65,000.00	$ 65,000.00	$65,000.00	$0.00	$0.00	$0.00
Outpatient Psychotherapy - MH- Adult - Non Residential	$ 0.00	$ 652,623.00	$ 652,623.00	$652,623.00	$0.00	$1,733,498.48	$0.00
Outpatient Psychotherapy - MH- Youth - Children	$ 0.00	$ 173,200.00	$ 173,200.00	$173,200.00	$0.00	$1,882,247.11	$0.00
Peer Support - MH- Adult - Non Residential	$ 0.00	$ 23,000.00	$ 23,000.00	$23,000.00	$0.00	$135,223.00	$0.00
Pilot Recovery Wellness Support - MH- Adult - Non Residential - H0038-	$ 0.00	$ 150,000.00	$ 150,000.00	$150,000.00	$0.00	$623,064.00	$0.00
Plans for One - DHHS - MH- Adult - Non Residential - 99999	$ 0.00	$ 360,000.00	$ 360,000.00	$360,000.00	$0.00	$0.00	$0.00
Plans for One - MH- Adult - Non Residential - 99999	$ 0.00	$ 191,966.00	$ 191,966.00	$191,966.00	$0.00	$0.00	$0.00
Professional Partner - MH- Adult - Non Residential - Trans Age 19-26 -	$ 0.00	$ 396,731.00	$ 396,731.00	$396,731.00	$0.00	$0.00	$0.00
Professional Partner - MH- Youth - Children	$ 580,724.00	$ 1,267,381.00	$ 1,848,105.00	$1,848,105.00	$0.00	$0.00	$0.00

Contract Provider Detail Budget

Professional Partner - MH- Youth - Non Residential - Short Term -	$ 0.00	$ 284,324.00	$ 284,324.00	$284,324.00	$0.00	$0.00	$0.00
Psychiatric Residential Rehabilitation - MH- Adult - Residential	$ 0.00	$ 14,000.00	$ 14,000.00	$14,000.00	$0.00	$1,713,500.00	$0.00
Recovery Support - MH- Adult - Non Residential	$ 0.00	$ 389,461.00	$ 389,461.00	$389,461.00	$0.00	$3,378.00	$0.00
Region CQI Coordination - MH- Adult - Coordination/Administration -	$ 0.00	$ 162,223.50	$ 162,223.50	$162,223.50	$0.00	$0.00	$0.00
Regional Administration - MH- Adult - Coordination/Administration -	$ 0.00	$ 274,557.50	$ 274,557.50	$274,557.50	$0.00	$963,668.00	$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	$ 221,218.00	$ 221,218.00	$221,218.00	$0.00	$0.00	$0.00
Regional Housing Coordination - MH- Adult -	$ 0.00	$ 437,099.00	$ 437,099.00	$437,099.00	$0.00	$0.00	$0.00
Regional Youth System Coordination - MH- Youth -	$ 0.00	$ 46,646.50	$ 46,646.50	$46,646.50	$0.00	$0.00	$0.00
Secure Residential - MH- Adult - Residential	$ 0.00	$ 291,253.00	$ 291,253.00	$291,253.00	$0.00	$1,899,255.00	$0.00
Secure Residential R&B - MH- Adult - Residential	$ 0.00	$ 50,583.00	$ 50,583.00	$50,583.00	$0.00	$164,369.00	$0.00
Service Initiative - MH- Adult - Region Initiative - Consumer - 99999	$ 0.00	$ 9,918.00	$ 9,918.00	$9,918.00	$0.00	$0.00	$0.00
Service Initiative - MH- Adult - Region Initiative - Special Population -	$ 0.00	$ 3,000.00	$ 3,000.00	$3,000.00	$0.00	$0.00	$0.00
Service Initiative - MH- Adult - Region Initiative - Trauma - 99999	$ 0.00	$ 5,000.00	$ 5,000.00	$5,000.00	$0.00	$0.00	$0.00
Supported Employment Extended Services - MH- Adult - Non	$ 0.00	$ 1,000.00	$ 1,000.00	$1,000.00	$0.00	$103,416.00	$0.00
Supported Housing - MH - Non Residential - Trans Age	$ 0.00	$ 73,997.00	$ 73,997.00	$73,997.00	$0.00	$0.00	$0.00
Supported Housing - MH- Adult - Non Residential	$ 0.00	$ 1,967,357.00	$ 1,967,357.00	$1,967,357.00	$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 Use Disorder	$ 1,675,257.00	$ 3,746,487.50	$ 5,421,744.50	$5,421,744.50	$0.00	$12,559,512.42	$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	$ 258,078.00	$ 258,078.00	$258,078.00	$0.00	$171,976.00	$0.00
Assessment - SUD- Adult - Non Residential - WSA	$ 12,800.00	$ 0.00	$ 12,800.00	$12,800.00	$0.00	$0.00	$0.00
Assessment - SUD- Youth - Children	$ 0.00	$ 6,600.00	$ 6,600.00	$6,600.00	$0.00	$0.00	$0.00
Community Support - SUD- Adult - Non Residential	$ 0.00	$ 4,000.00	$ 4,000.00	$4,000.00	$0.00	$0.00	$0.00
Community Support - SUD- Adult - Non Residential - WSA	$ 11,100.00	$ 0.00	$ 11,100.00	$11,100.00	$0.00	$0.00	$0.00
Crisis Response - SUD- Adult - Emergency	$ 0.00	$ 191,500.00	$ 191,500.00	$191,500.00	$0.00	$0.00	$0.00
Crisis Stabilization-5 - SUD- Adult - Emergency - S9485	$ 0.00	$ 722,652.00	$ 722,652.00	$722,652.00	$0.00	$0.00	$0.00
CrisisResponseinCCBHC - SUD- Youth - Emergency	$ 0.00	$ 1,250.00	$ 1,250.00	$1,250.00	$0.00	$0.00	$0.00
Dual Disorder Residential - SUD- Adult - Residential	$ 23,000.00	$ 0.00	$ 23,000.00	$23,000.00	$0.00	$1,742,412.00	$0.00
Emergency Community Support - SUD- Adult - Emergency	$ 0.00	$ 309,372.00	$ 309,372.00	$309,372.00	$0.00	$0.00	$0.00
Flex Funds - SUD- Adult - Non Residential - 99999	$ 0.00	$ 4,185.00	$ 4,185.00	$4,185.00	$0.00	$0.00	$0.00
Halfway House - SUD- Adult - Residential	$ 202,000.00	$ 0.00	$ 202,000.00	$202,000.00	$0.00	$1,540,535.00	$0.00
Halfway House - SUD- Adult - Residential - WSA	$ 15,000.00	$ 0.00	$ 15,000.00	$15,000.00	$0.00	$560,900.00	$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	$ 228,918.00	$ 228,918.00	$228,918.00	$0.00	$0.00	$0.00
Intensive Outpatient / Adult - SUD- Adult - Non Residential	$ 0.00	$ 212,565.00	$ 212,565.00	$212,565.00	$0.00	$527,816.00	$0.00
Intermediate Residential - SUD- Adult - Residential	$ 0.00	$ 5,000.00	$ 5,000.00	$5,000.00	$0.00	$76,535.49	$0.00
Mental Health Respite - SUD- Adult - Emergency - H0045-HF	$ 387,233.00	$ 168,255.00	$ 555,488.00	$555,488.00	$0.00	$292,893.57	$0.00
Outpatient Psychotherapy - SUD- Adult - Non Residential	$ 0.00	$ 348,491.00	$ 348,491.00	$348,491.00	$0.00	$350,112.45	$0.00
Outpatient Psychotherapy - SUD- Adult - Non Residential - WSA	$ 18,100.00	$ 0.00	$ 18,100.00	$18,100.00	$0.00	$483,000.00	$0.00
Outpatient Psychotherapy - SUD- Youth - Children	$ 0.00	$ 2,283.00	$ 2,283.00	$2,283.00	$0.00	$0.00	$0.00
Peer Support - SUD- Adult - Non Residential	$ 0.00	$ 1,000.00	$ 1,000.00	$1,000.00	$0.00	$7,817.00	$0.00
Pilot Recovery Wellness Support - SUD- Adult - Non Residential -	$ 0.00	$ 50,000.00	$ 50,000.00	$50,000.00	$0.00	$0.00	$0.00
Prevention - Alternative Act - SUD- Adult - Prevention	$ 17,867.00	$ 0.00	$ 17,867.00	$17,867.00	$0.00	$0.00	$0.00
Prevention - Community Based - SUD- Adult - Prevention	$ 25,800.00	$ 0.00	$ 25,800.00	$25,800.00	$0.00	$0.00	$0.00
Prevention - Education - SUD- Adult - Prevention	$ 62,650.00	$ 0.00	$ 62,650.00	$62,650.00	$0.00	$0.00	$0.00
Prevention - Environmental - SUD- Adult - Prevention	$ 128,715.00	$ 0.00	$ 128,715.00	$128,715.00	$0.00	$0.00	$0.00
Prevention - Info Dissemination - SUD- Adult - Prevention	$ 49,478.00	$ 0.00	$ 49,478.00	$49,478.00	$0.00	$0.00	$0.00
Prevention - Prob. Identification - SUD- Adult - Prevention	$ 44,000.00	$ 0.00	$ 44,000.00	$44,000.00	$0.00	$0.00	$0.00
Prevention - Training - SUD- Adult - Prevention - 101111	$ 20,000.00	$ 0.00	$ 20,000.00	$20,000.00	$0.00	$0.00	$0.00
Prevention Mini Grants - SUD- Adult - Prevention - 99999	$ 15,000.00	$ 0.00	$ 15,000.00	$15,000.00	$0.00	$0.00	$0.00
Recovery Support - SUD- Adult - Non Residential	$ 0.00	$ 247,285.00	$ 247,285.00	$247,285.00	$0.00	$16,652.80	$0.00
Recovery Support - SUD- Adult - Non Residential - WSA	$ 54,259.00	$ 0.00	$ 54,259.00	$54,259.00	$0.00	$0.00	$0.00
Region CQI Coordination - SUD- Adult - Coordination/Administration -	$ 0.00	$ 162,223.50	$ 162,223.50	$162,223.50	$0.00	$0.00	$0.00
Regional Administration - SUD- Adult - Coordination/Administration -	$ 0.00	$ 274,557.50	$ 274,557.50	$274,557.50	$0.00	$0.00	$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 -	$ 168,255.00	$ 124,767.00	$ 293,022.00	$293,022.00	$0.00	$0.00	$0.00
Regional Youth System Coordination - SUD- Youth -	$ 0.00	$ 46,646.50	$ 46,646.50	$46,646.50	$0.00	$0.00	$0.00
Service Initiative - SUD- Adult - Region Initiative - Consumer - 99999	$ 0.00	$ 9,918.00	$ 9,918.00	$9,918.00	$0.00	$0.00	$0.00
Service Initiative - SUD- Adult - Region Initiative - Trauma - 99999	$ 0.00	$ 5,000.00	$ 5,000.00	$5,000.00	$0.00	$0.00	$0.00
Short Term Residential - SUD- Adult - Residential	$ 250,000.00	$ 0.00	$ 250,000.00	$250,000.00	$0.00	$4,043,890.40	$0.00
Short Term Residential - SUD- Adult - Residential - WSA - H0018-HF	$ 85,000.00	$ 0.00	$ 85,000.00	$85,000.00	$0.00	$1,580,800.00	$0.00
SOAR - SUD- Adult - Non Residential	$ 0.00	$ 52,500.00	$ 52,500.00	$52,500.00	$0.00	$15,664.40	$0.00
Social Detoxification - SUD- Adult - Emergency	$ 75,000.00	$ 0.00	$ 75,000.00	$75,000.00	$0.00	$464,307.31	$0.00
Supported Employment Extended Services - SUD- Adult - Non	$ 0.00	$ 1,000.00	$ 1,000.00	$1,000.00	$0.00	$0.00	$0.00
Supported Housing - SUD - Non Residential - WomenWithChild	$ 0.00	$ 85,925.00	$ 85,925.00	$85,925.00	$0.00	$0.00	$0.00
Supported Housing - SUD- Adult - Other	$ 0.00	$ 200,178.00	$ 200,178.00	$200,178.00	$0.00	$0.00	$0.00
Therapeutic Community - SUD- Adult - Residential - WSA	$ 10,000.00	$ 0.00	$ 10,000.00	$10,000.00	$0.00	$684,200.00	$0.00
Unallocated Available - SUD - UnAllocated	$ 0.00	$ 0.00	$ 0.00	$0.00	$0.00	$0.00	$0.00

Contract Provider Detail Budget

Unallocated Locked - SUD - UnAllocated	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

NEBRASKA
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DEPT. OF HEALTH AND HUMAN SERVICES

FY27 Division of Behavioral Health Rates

Community Mental Health & Substance Abuse Services

as of July 1, 2026

DHHS reserves the right to alter service rates or rate structure during the course of the contract/subaward term without a formal amendment. Notice of any change will be in writing and shall provide an effective date of the change.

0%

LEVEL OF CARE	SERVICES	MH or SUD	Population (A=Adults; Y=Youth)	UM (Auth or Reg)	Unit	FY27
Non-Residential Services	***LEVEL 1***					
	Day Treatment	MH	A	Auth	Day/5 hrs	$269.58
		MH	A	Auth	1/2 Day/3 hrs	$137.49
	Partial Care	SUD	A	Auth	Day	$100.04
	LEVEL 2					
	Intensive Outpatient (Traditional)	SUD	A,Y	Auth	Hour	$44.16
	LEVEL 3					
	Day Rehabilitation	MH	A	Auth (for day only; will pay for 1/2 day)	Day/5 hrs	$85.88
			A		1/2 Day/3 hrs	$48.22
	LEVEL 4					
	Assessment	MH, SUD	A,Y	Reg	Per Assessment	$308.13
	Addendum	MH, SUD	A,Y	Reg	Per Addendum	$157.15
	Outpatient Therapy					
	■Individual	MH, SUD	A,Y	Reg	45 Mins	$155.21
	■Family	MH, SUD	A,Y	Reg	45 Mins	$155.21
	■Group	MH, SUD	A,Y	Reg	Per Consumer hour	$38.80
	Intensive Community Services	MH, SUD	A	Reg	Month	Region rate or NFFS
	Medication Management	MH	A,Y	Reg	15 mins	$88.48
	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	Per MLTC rate (Not MCO)
	■Dispensing Fee (SOR only)	SUD	A	NA	Per prescription fill per encounter	Per MLTC rate (Not MCO)
	LEVEL 5					
	Client Assistance Program	MH, SUD	A,Y	Reg	15 mins	$51.74
	Day Support	MH	A	Reg	Day	Region rate or NFFS
	Peer Support					
	■Individual	MH, SUD	A,Y	Reg	15 mins	$15.15
	■Group	MH, SUD	A,Y	Reg	Per Consumer 15 min	$10.42
	Recovery Support	MH, SUD	A	Reg	15 mins	Region rate or NFFS
	Supported Employment Extended Services	MH, SUD	A	Reg	1 Hour	$89.24

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LEVEL OF CARE	SERVICES	MH or SUD	Population (A=Adults; Y=Youth)	UM (Auth or Reg)	Unit	FY27
	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	A, Y	Reg	30 mins	$103.47
Residential Services	***Transitional***					
	Psych Residential Rehab	MH	A	Auth	Day	$167.32
	Dual Disorder Residential	SUD	A	Auth	Day	$323.38
	Short Term Residential	SUD	A	Auth	Day	$288.71
	Therapeutic Community	SUD	A	Auth	Day	$203.88
	Halfway House	SUD	A	Auth	Day	$147.43
	Intermediate					
	Intermediate Residential	SUD	A	Auth	Day	$210.23
	Intermediate Residential	MH	A	Auth	Day	Region Rate
	Psychiatric Residential Treatment Center (PRTF)					
	■Community Based Non-Speciality	MH, SUD	Y	Auth	Day	$429.78
	Secure Residential (Inc Room & Board)	MH	A	Auth	Day	$504.61
	Secure Res Room & Board Only (for Medicaid eligible only)	MH	A	NA	Day	$47.97
Inpatient	Acute Inpatient	MH	A	Auth	Day	$1,130.29
	Subacute Inpatient	MH	A	Auth	Day	$847.71
	Inpatient Post Commitment	MH, SUD	A	Reg	Day	$847.71
	Crisis Youth Inpatient	MH	Y	Reg	Day	$1,130.29
	Hospital Supplemental Support	MH	A	NA	Hour	$49.17

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FY27 Division of Behavioral Health Rates

Community Mental Health & Substance Abuse Services

as of July 1, 2026

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LEVEL OF CARE	SERVICES	MH or SUD	Population (A=Adults; Y=Youth)	UM (Auth or Reg)	Unit	FY27
Emergency Services	24 hr. Crisis Phone	MH, SUD	A,Y	Reg	15 mins	Region rate or NFFS
	Crisis Response Teams	MH/SUD	A,Y	Reg	15 min	Region rate or NFFS
	Crisis Response-Region	MH/SUD	A, Y	Reg	Encounter Rate	Region rate- max $280.00
	Crisis Response CCBHC	MH/SUD	A, Y	Reg	Encounter Rate	$280.00
	Crisis Psychotherapy					
	■First Hour	MH, SUD	A,Y	Reg	Hour	$134.91
	■Additional 30 Minutes -added to First Hour	MH, SUD	AY	Reg	.5 hour	$60.01
	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	$88.48
	Social Detox- Dually located (3.2 Withdrawal Management)	SUD	A	Reg	Day	$255.60
	Social Detox -Independently located (3.2 Withdrawal Management)	SUD	A	Reg	Day	$276.60
	Medically Managed Residential Withdrawal Management (3.7 Withdrawal Management)	SUD	A	Reg	Day	$557.52
	EPC Services (INVOL)	MH, SUD	A	Reg	Day	$1,130.29
Community Support Services	Assertive Community Treatment (ACT)	MH	A	Auth	Day	$62.73
	Assertive Community Treatment - APRN(ACT)	MH	A	Auth	Day	$62.73
	Community Support	MH	A	Auth	15 min	$33.51
	Community Support	SUD	A	Auth	15 min	$29.66
	Professional Partner	MH	Y, TAY	Reg	Month	$1,102.03
	Multi Systemic Therapy	MH	Y	Reg	Hour	$207.63

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as of July 1, 2026

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LEVEL OF CARE	SERVICES	MH or SUD	Population (A=Adults; Y=Youth)	UM (Auth or Reg)	Unit	FY27
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
FEP	Coordinated Specialty Care					
	Urban Team	MH	A,Y	Reg	Month	$1,450.46
	Rural Team	MH	A,Y	Reg	Month	$1,457.83
Region	Administration	MH, SUD	A,Y	NA	Month	NFFS
	Coordination	MH, SUD	A,Y	NA	Month	NFFS
Misc	Service Initiatives	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

GRANT STATEMENT OF WORK

STATE OF NEBRASKA – DEPARTMENT OF HEALTH AND HUMAN SERVICES

SECTION 1 – GRANT MANAGEMENT

All notices, reporting requirements, and other communication concerning this grant shall be sent to the following individuals and addresses:

DHHS Grant Manager	GRANTEE Grant Manager
Steven Alfer, *DHHS Program Specialist* 301 Centennial Mall South Nebraska State Office Building 4 Lincoln, NE 68509 (402) 471-2886 Steven.Alfer@nebraska.gov	Patrick Kreifels, *Regional Administrator* Region 5 Systems 3600 Union Drive Lincoln, NE 68516-6623 pkreifels@region5systems.net

Either party may change the individual to be notified under this section via letter to the other party, sent either by U.S. Mail, postage prepaid, or via e-mail.

SECTION 2 – GRANT WORK PLAN

This work plan includes the activities approved for Grantee implementation.

Work plan changes **are authorized** on this award.

Grantee must request prior approval from DHHS for any of the following:

1. Any change in the scope or the objective of the project, regardless of associated budget revisions.
2. Any change in a key position specified in the Grant Agreement.
3. The disengagement from the project for more than three (3) months, or a twenty-five (25) percent reduction in time devoted to the project, by the approved project manager or principal investigator.
4. The subawarding, transferring, or contracting out of any work not already described in the work plan. This provision does not apply to the acquisition of supplies, material, equipment, or general support services.
5. Identification of a need for additional funds to complete the project.

Work plan revisions 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. Modifications to the work plan inconsistent with the Grant Agreement purpose or Grant Funding are unallowable. Expenses incurred prior to receiving DHHS written approval may be deemed, at DHHS' sole discretion, unauthorized for payment.

Goals

The following is the goal of the Grant Agreement. The SOW must align with the purpose and strategic goals of the Grant Agreement.

Improve Nebraskan's mental health, reduce statewide substance use rates and increase access to health resources through the management and oversight of Mental Health and Substance Use Disorder prevention, treatment, recovery support, and other community services.

Objectives

The following are the objectives of the Grant Agreement. The SOW must align with the objectives of the Grant Agreement.

1. Fund priority treatment and support services for individuals without insurance or for whom coverage is terminated for short periods of time.
2. Fund those priority treatment and support services that demonstrate success in improving outcomes and/or supporting recovery that are not covered by Medicaid, Medicare, or private insurance.
3. Fund primary prevention by providing universal, selective, and indicated prevention activities and services for people not identified as needing treatment.
4. Collect performance and outcome data to determine the ongoing effectiveness of behavioral health promotion, treatment, and recovery support services.

Work Plan Activities

The following activities shall be completed by Grantee under this SOW. Grantee shall allocate time to the project for the Grantee Contract Manager or any Grantee staff, as listed in the budget.

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 Behavioral Health (BH) services for the upcoming fiscal year as specified by the DHHS Regional Budget Plan Guidelines.
   1.2. Ensure providers meet requirements for provider enrollment set forth in the Network Operations Manual (NOM) and regulations.
2. Grantee will submit billings for prevention and treatment services provided to individuals who meet the Clinical Criteria for an identified level of care and the Financial Eligibility Criteria set forth in Network Operations Manual.
3. Ensure federal confidentiality procedures are in place and offer on-going training to its workforce specific to federal confidentiality (i.e., HIPAA, 42 CFR part 2), including the penalties for non-compliance.
4. 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.
5. Monitor provider compliance with the 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.

Unallowable Activities

Unallowable activities for this grant include but are not limited to:

1. Activities set forth in the **Network Operations Manual (NOM)** as Unallowable Activities.

Definitions and Acronyms

Network Operation Manual (NOM): Provider handbook and comprehensive guide that outlines the standards, policies, and procedures for delivering publicly funded health services.

Relevant State and Federal Citations

All services shall be provided in accordance with and pursuant to all applicable federal, state, and local laws and regulations in the performance of this grant agreement. Reimbursement of activities is subject to the provisions laid out by the United States Code of Federal Regulations, Nebraska Revised Statutes, and state regulations. The following rules, regulations, and laws apply to this grant. This list is non exhaustive, and additional stipulations may still apply.

- Public Health Service Act, Subpart I and III
- Title XIX, Part B
- Consolidated Appropriations Act of 2021, Public Law 116-260
- Title XIX, Part B- Block Grants Regarding Mental Health and Substance Abuse, Sections 1921-1935 and 1941-1956
- 45 CFR Part 96 and 42 CFR Part 3

SECTION 3 – REPORTING REQUIREMENTS			
Grantee must report to DHHS regarding Statement of Work activities. Grantee must comply with the following reporting requirements:			
Title of Report	**Period of Report**	**Due Date**	**Contents of Report**
Invoice (Payment Request)	Monthly	On or before the 12th day of each month.	Must utilize the Electronic Billing System (EBS) and the Centralized Data System (CDS) to automate invoices and include a minimum of the following: • Grantee name, remittance address, UEI, EIN. • Grant Agreement order number. • A unique Grantee invoice number and date. • Reporting period requested for payment. • Budgeted, actual, and cumulative expenditures by budget category for reporting period. • Unexpended budget balance remaining on award.
Charitable choice or 42 CFR (Public Health) trainings completed in the fiscal year.	For each Period of Performance	July 15, 2027	Date and attendance of any training sponsored by the Region for providers during the fiscal year on these topics.
Service outcomes	Quarterly for each Period of Performance	Forty-five (45) calendar days following the end of the service quarter	Report to include but not limited to: • Outcomes related to approved service enhancements. • Rate enhancements for the fiscal year.
Certified match documents	For each Period of Performance	October 1, 2026	County certification of match funding.
Final Expenditure Report	For each Period of Performance	Forty-five (45) calendar days after the end of the Period of Performance	Must summarize all accounting associated with the Grant for the associated project, including direct and indirect expenditures, unobligated balances, and program income. Must be marked as "Final" and signed by Grantee's Authorized Official and contain provided certification statement:
Mandatory Certification Statement			
Payment requests and Final Expenditure Report must be signed by Grantee's Authorized Official and contain the following certification statement: *"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Grant. 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."*			

SECTION 4 – PERFORMANCE MEASURES

To ensure accountability and effectiveness, the Grantee agrees to implement and track clearly defined measures of success throughout the duration of the project. These measures serve as indicators of progress and outcomes aligned with the objectives outlined in the grant work plan.

The following key performance indicators (KPIs) will be used to evaluate project success:

KPI #1: Percentage of behavioral health consumers discharged to stable living arrangements following service completion.
KPI #2: Percentage of behavioral health consumers engaged in employment or the labor market at discharge, when clinically appropriate.
KPI #3: Average number of days between Emergency Protective Custody (EPC) encounters for behavioral health consumers.
KPI #4: Average Length of Stay (days) for encounters discharged from Acute Inpatient Hospitalization service.

Project success will be determined by the extent to which the following criteria are met:

1)	At least eighty-five percent (85%) of behavioral health consumers are discharged to stable living arrangements following service episodes.
2)	At least sixty-five percent (65%) of behavioral health consumers who are clinically appropriate for employment are engaged in the labor market at discharge.
3)	An average of at least one hundred twenty (120) days between Emergency Protective Custody (EPC) encounters for behavioral health consumers
4)	An average length of stay of no more than five (5) days for acute inpatient psychiatric hospitalization discharges, where clinically appropriate.

SECTION 5 – ADDITIONAL REQUIREMENTS

Miscellaneous Requirements

Compliance with Applicable Requirements

The Grantee shall comply with all applicable federal and state laws, regulations, policies, guidelines, standards, manuals, and approved budgets governing the provision of services under this Agreement.

Required DHHS Manuals and Guidance

The following documents are hereby attached by reference to this grant agreement. Current manuals and guidance are available upon request. The Grantee shall comply with the most recent DHHS-approved versions of all applicable manuals, guidance documents, appendices, and attachments, including but not limited to:

- Network Operations Manual (accessible via The Department of Health and Human Services "Behavioral Health" website: https://dhhs.ne.gov/Pages/Behavioral-Health.aspx ; located under "General Documents.")
- FY27 Regional Budget Plan Guidelines;
- The Grantee's approved FY27 Regional Budget Plan;
- Nebraska Continuum of Care Manual for Mental Health and Substance Use Disorders;
- Electronic Billing Systems (EBS) Manual;
- CDS Manual;
- Supported Employment Manual;
- Prevention Systems Manual;
- Audit Manual;

- Supported Housing Manual;
- 988 Manual;
- Nebraska Prevention Information and Reporting Systems (NPIRS) Manual; and
- Unit Crosswalk document.

Provider Enrollment Requirements
The Grantee shall ensure all providers and subcontractors meet applicable provider enrollment requirements set forth in the Network Operations Manual and applicable regulations.

Subcontract and Subaward Requirements
The Grantee shall ensure all applicable subcontract and subaward agreements include all required federal, state, and DHHS provisions, including statutory match requirements and reporting obligations.

Statutory Match Requirements
The Grantee shall require providers and subcontractors subject to statutory match requirements to report estimated and actual county and non-county funding utilized to satisfy the statutory match requirement, in the categories and format designated by DHHS.

Timely Payment to Subcontractors
The Grantee shall not retain federal funds payable to subcontractors for more than seventy-two (72) hours after receipt of payment.

Billing and Third-Party Revenue Requirements
The Grantee shall ensure providers:

1) Deduct all applicable copayments and third-party payments received for services prior to billing services reimbursed on an expense reimbursement basis; and
2) Apply all revenues generated by the primary service that exceed the cost of the service against any billed rate enhancement, Capacity Development (CD), or Service Enhancement (SE) funding prior to billing such enhancement funding.

Medicaid Requirements
The Grantee shall ensure that:

1) Reimbursement requests submitted under this Agreement do not include Medicaid-covered services provided to Medicaid-enrolled individuals;
2) Providers actively monitor Medicaid enrollment status utilizing Medicaid-approved methods; and
3) Medicaid eligibility and enrollment information is made available to clients who are not currently enrolled in Medicaid.

Service Delivery and Billing Modifications
Any modification, enhancement, or change to service delivery or billing practices not otherwise established or authorized by the State must receive prior written approval from DHHS during the applicable Period of Performance.

Access to Services and No-Refusal Requirements
The Grantee shall ensure that the Grantee and its provider network adhere to a no-refusal approach for individuals determined clinically and financially eligible for mental health (MH) and substance use disorder (SUD) services.

Medication Assisted Treatment (MAT)
The Grantee shall ensure providers do not deny access to MH or SUD treatment solely based on an individual's participation in Medication Assisted Treatment (MAT). Providers shall make appropriate referrals for MAT services when clinically indicated.

Waitlist and Priority Population Management
The Grantee shall provide DHHS, during contract compliance reviews, documentation demonstrating communication with providers regarding waitlist management and priority population management to support timely admission and discharge practices.

Supported Decision-Making and Person-Centered Planning
The Grantee shall ensure individuals with severe mental illness are supported in exercising decision-making authority, including decisions related to independent living and community inclusion, through supported decision-making as appropriate. The Grantee shall ensure service planning is person-centered, reflects individual choice, maximizes community integration, and actively involves individuals in planning and monitoring their services.

SAVE System Reporting
No later than January 10, 2027, the Grantee shall submit to the Division of Behavioral Health (DBH) the number of individuals denied services during calendar year 2026 due to inability to verify eligibility through the SAVE System.

Publications and Public Materials
The Grantee shall ensure that all publications or publicly released materials created, modified, or completed using grant funds, including media materials, training flyers, and activity advertisements, include the DHHS-approved federal funding acknowledgment and are submitted to DHHS for prior review and approval before release.

Failure to Comply
Failure of the Grantee to comply with the requirements of this Agreement may result in delayed payment, denied payment, corrective action, suspension, or termination of the award.

SECTION 6 – MANDATORY DISCLOSURES	
Does this Grant Award involve research?	No
Was this Grant Award the result of a competitive award?	No

Addendum A - General Terms and Conditions Federal Funds

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

Addendum A - General Terms and Conditions Federal Funds

DHHS GENERAL TERMS – GRANT AGREEMENTS
FEDERAL FUNDS – SUBAWARDS

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 AND DHHS Office of Procurement and Grants Grants Unit 301 Centennial Mall South	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.

Lincoln, NE 68509 DHHS.Grants@nebraska.gov	

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.

    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.
- 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.

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.

Addendum A - General Terms and Conditions Federal Funds

DHHS GENERAL TERMS – GRANT AGREEMENTS
FEDERAL FUNDS – SUBAWARDS

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 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.

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 Part180 and 31 U.S.C. § 3729 to 3733).

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

30. NEBRASKA TECHNOLOGY ACCESS STANDARDS.
    30.1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
    30.2. By entering into this Grant Agreement, Grantee understands and agrees that if the Grantee is providing a product or service that contains ICT, as defined in subsection 30.3 below and such

ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Grantee may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.

30.3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Grantee hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Grantee.

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.

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 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 without penalty and without any advance notice, in the event funding is no longer available. Should funds not be appropriated, allocated, sufficient, or available, or be withdrawn from appropriation, reduced, or suspended for any other reason--as determined by the DHHS in its sole discretion--DHHS may terminate the award with respect to those payments for which such funds are not available. DHHS shall be the final authority as to the availability of funds. The effective date of such termination shall be specified in a written notice to Grantee or the actual effective date of the funding reduction, whichever is earlier. 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; (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.

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.
    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.

46. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT. If the Grant Agreement includes a technology-related product or service under the Nebraska Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. §§ 73-901 to 73-908, Grantee certifies that it is not a scrutinized company as defined under Neb. Rev. Stat § 73-903 (5), that it will not subcontract with any scrutinized company for any aspect of performance of the Contract, and that any product or service to be provided will not originate with a scrutinized company.

DHHS HIPAA BUSINESS ASSOCIATE AGREEMENT PROVISIONS GRANTS

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 this Subaward, shall mean Subrecipient.

2. COVERED ENTITY. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Subaward, shall mean DHHS.

3. HIPAA RULES. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

4. SECURITY INCIDENT. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

5. OTHER TERMS. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Unsecured Protected Health Information, and Use. The term "Subrecipient" shall have the meaning set forth in 2 CFR § 200.1 / 45 CFR § 75.2. "Contractor" as used herein shall mean the same as the term "Subcontractor" in the HIPAA Rules.

6. THE SUBRECIPIENT shall do the following:
   - 6.1. Not use or disclose Protected Health Information other than as permitted or required by this Subaward or as required by law. Subrecipient may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this Subaward. Use or disclosure must be consistent with DHHS' minimum necessary policies and procedures.
   - 6.2. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in this Subaward, and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
   - 6.3. To the extent Subrecipient is to carry out one or more of the DHHS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Subrecipient may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
   - 6.4. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and contractors that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from the Subrecipient on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Subrecipient with respect to such information.
   - 6.5. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person shall notify the Subrecipient of any instances of which the person is aware that the confidentiality of the information has been breached.
   - 6.6. Subrecipient shall maintain and make available within fifteen (15) days in a commonly used electronic format:
     6.6.1. Protected Health Information to DHHS, as necessary to satisfy DHHS' obligations under

45 CFR § 164.524;

6.6.2. Any amendment(s) to Protected Health Information, as directed or agreed to by DHHS, pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;

6.6.3. The information required to provide an accounting of disclosures to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.

6.7. Make its internal practices, books, and records relating to the use and disclosure of Protected Heath Information received from, or created or received by the Subrecipient on behalf of the DHHS, available to the Secretary or DHHS for purposes of determining compliance with the HIPAA rules. Subrecipient shall provide DHHS with copies of the information it has made available to the Secretary at the same time as it was made available to the Secretary.

6.8. Report to DHHS within fifteen (15) days of when the Subrecipient becomes aware, any unauthorized use or disclosure of Protected Health Information made in violation of this Subaward, or the HIPAA rules, including any security incident that may put electronic Protected Health Information at risk. Subrecipient shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information, pursuant to the conditions of this Subaward, through the preparation and completion of a written Corrective Action Plan that is subject to review and approval by DHHS. The Subrecipient shall be responsible for all breach notifications, in accordance with HIPAA rules and regulations, and all costs associated with security incident investigations and breach notification procedures.

6.9. Business Associate shall indemnify, defend, and hold harmless DHHS for any financial loss as a result of claims brought by third parties and which are caused by the failure of Subrecipient, its officers, directors, agents or subcontractors to comply with the terms of this Subaward, or for penalties imposed by the HHS Office of Civil Rights for any violations of the HIPAA rules caused by Subrecipient, its officers, directors, agents or subcontractors. Additionally, Subrecipient shall indemnify DHHS for any time and expenses it may incur from breach notifications that are necessary under the HIPAA Breach Notification Rule, which are caused by a failure of Subrecipient, its officers, directors, agents or subcontractors to comply with the terms of this Subaward.

7. TERMINATION.

7.1. DHHS may immediately terminate this Subaward, and any and all associated subawards, if DHHS determines that the Subrecipient has violated a material term of this Subaward.

7.2. Within thirty (30) days of expiration or termination of this Subaward, or as agreed, unless Subrecipient requests and DHHS authorizes a longer period of time, Subrecipient shall return or, at the written direction of DHHS, destroy all Protected Health Information received from DHHS (or created or received by Subrecipient on behalf of DHHS) that Subrecipient still maintains in any form, and shall retain no copies of such Protected Health Information. Subrecipient shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by DHHS to be infeasible, Subrecipient shall use such Protected Health Information only for purposes that make such return or destruction infeasible, and the provisions of this Subaward shall survive with respect to such Protected Health Information.

7.3. The obligations of the Subrecipient under the Termination Section shall survive the termination of this Subaward.

DHHS Data Use Agreement (DUA) Provisions (Grants)

1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

1.1. The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure, or transmission of Confidential Information with Grantee, and set forth Grantee's rights and obligations with respect to the Confidential Information and the limited purposes for which the Grantee may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA includes, but is not limited to, taking any Confidential Information outside of any DHHS systems provided for data use, as well as the creation of any new data being used outside those systems. This DUA also describes DHHS's remedies in the event of Grantee's noncompliance with its obligations under this DUA. This DUA applies to both DHHS business associates, with "business associate" defined in the Health Insurance Portability and Accountability Act (HIPAA) (see Business Associate Provisions, Request for Proposal – Attachment A), as well as Grantees who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of DHHS, its programs or clients as described in the Grantee. As a best practice, DHHS requires its Grantees to comply with the terms of this DUA to safeguard all types of Confidential Information.

1.2. If any provision of the Grant conflicts with this DUA, this DUA controls.

2. DEFINITIONS

For the purposes of this DUA, capitalized terms have the following meanings:

2.1. "Authorized Purpose" means the specific purpose or purposes described in the Grantee for Grantee to fulfill its obligations under the Grantee, or any other purpose expressly authorized by DHHS, in writing, in advance.

2.2. "Authorized User" means a person:

2.2.1. Who is authorized to create, receive, maintain, access, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA.

2.2.2. Who has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

2.2.3. Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

2.3. "Breach" means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure, or loss of Confidential Information other than as permitted by this DUA shall be presumed to be a Breach unless Grantee demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

2.4. "Confidential Information" means any communication or record (whether oral, written, electronically stored, or transmitted, or in any other form) provided to or made available to Grantee or that Grantee may create, receive, maintain, use, disclose or have access to on behalf of DHHS in connection with the Grantee, which consists of or includes any or all of the following:

2.4.1. Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99

2.4.2. Federal Tax Information as defined in Internal Revenue Code § 6103 and Internal Revenue Service Publication 1075.

2.4.3. Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103.

2.4.4. Personally Identifiable Information (PII) means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.

2.4.5. Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7.

2.4.6. Medicaid Client refers to:

- A Medicaid applicant.
- A Medicaid member.
- A person who is conditionally eligible for Medicaid; or
- A person whose income or assets are considered in determining eligibility for an applicant or member.

2.4.7. Personal Information as defined by Neb. Rev. Stat. § 87-802.

2.4.8. Information or records contained in Neb. Rev. Stat. § 84-712.05.

2.4.9. All privileged work product.

2.4.10. All other information designated as confidential under the constitution and laws of the State of Nebraska and of the United States

2.5. "Grantee" includes, collectively, the Request for Proposal (or Request for Qualifications, as applicable), the Grantee's proposal, as well as any addenda, appendices, and attachments.

2.6. "Destroy" or "Destruction", for Confidential Information, means:

2.6.1. Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise reconstructed. Redaction is specifically excluded as a means of data destruction.

2.6.2. Electronic media have been cleared, purged, or destroyed consistent with National Institute of Standards and Technology (NIST) Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

2.7. "Discover" or "Discovery" means the first day on which a Breach becomes known to Grantee, or, by exercising reasonable diligence would have been known to Grantee.

2.8. "Legally Authorized Representative" of an individual means any individual as defined in 42 CFR 435.923 (authorized representative), or any individual legally authorized to act on behalf of another individual under Nebraska law.

2.9. "Required by Law" means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law and is consistent with 42 CFR Part 431, Subpart F, including court orders, warrants, subpoenas, or investigative demands.

2.10. "Sub-Grantee" means a person who Grantees with a prime Grantee to work, to supply commodities, or to contribute toward completing work for a governmental entity.

2.11. "Workforce" means employees, volunteers, trainees, or other persons whose performance of work is under the direct control of a party, whether they are paid by that party.

3. GRANTEE'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.1. *With respect to **PHI**, Grantee shall*:

3.1.1. Make PHI available if requested by DHHS, if Grantee maintains PHI, as defined in HIPAA.

3.1.2. Provide to DHHS data aggregation services related to the healthcare operations Grantee performs for DHHS pursuant to the Grantee, if requested by DHHS, if Grantee provides data aggregation services as defined in HIPAA.

3.1.3. Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

3.1.4. Make PHI available to DHHS for amendment, and incorporate any amendments to PHI that DHHS directs, in compliance with HIPAA.

3.1.5. Document and make available to DHHS, an accounting of use and disclosures in compliance with the requirements of HIPAA.

3.1.6. If Grantee receives a request for access, amendment, or accounting of PHI by any individual, promptly forward the request to DHHS or, if forwarding the request would violate HIPAA, promptly notify DHHS of the request and of Grantee's response. DHHS will respond to all such requests unless Grantee is Required by Law to respond or DHHS has given prior written consent for Grantee to respond to and account for all such requests.

3.2. *With respect to **ALL Confidential Information**, Grantee shall*:

3.2.1. Exercise reasonable care and no less than the same degree of care Grantee uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Grantee must access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

3.2.2. Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards (for the purpose of this paragraph, "Safeguards") to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Grantee has such Confidential Information in its actual or constructive possession. DHHS must review and approve said Safeguards before actual or constructive possession of any Confidential Information. Grantee must also allow DHHS, or a third party designated by DHHS, to review the Safeguards, in the sole discretion of DHHS.

3.2.3. Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Grantee. Grantee shall produce, within three business days of a request by DHHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

3.2.4. Obtain DHHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subgrantees of Grantee, provided said Authorized Users, Workforce or Subgrantees have completed DHHS-specified training in confidentiality, privacy, security, and on the importance of promptly reporting any Breach to Grantee's management and as permitted in Section 3.1.3, above. All Authorized Users, Workforce or Subgrantees must execute, individually, an acknowledgement noting their obligations as regards Confidential Information, and referencing this DUA. Additional requirements set forth below pertaining to Subgrantees dictate further requirements before disclosure.

3.2.5. Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subgrantee who fails to comply with this DUA, the Grantee or applicable law. Grantee must maintain evidence of sanctions and produce it to DHHS upon request.

3.2.6. Obtain prior written approval of DHHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that DHHS may have the opportunity to object to the disclosure or access and seek appropriate relief.

3.2.7. Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Grantee and any previously authorized Subgrantees shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to DHHS upon request.

3.2.8. Provide, and require Subgrantees and agents to provide, to DHHS periodic written confirmation of compliance with controls and the terms of this DUA.

3.2.9. Return to DHHS or Destroy, at DHHS's election and at Grantee's expense, all Confidential Information received from DHHS or created or maintained by Grantee or any of Grantee's agents or Subgrantees on DHHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Grantee shall certify in writing to DHHS that all such Confidential Information has been Destroyed or returned to DHHS, and that Grantee and its agents and Subgrantees have retained no copies thereof. Notwithstanding the foregoing, Grantee acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or DHHS record retention policy, or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Grantee shall immediately notify DHHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Grantee maintains such Confidential Information.

3.2.10. Comply with the current DHHS Acceptable Use Policy (AUP), and require each Subgrantee and Workforce member who has direct access to DHHS Information Resources, as defined in the AUP, to execute a DHHS Acceptable Use Agreement. See Section 3.2.14 bullet point labeled "DHHS Information Security Policies."

3.2.11. Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. DHHS must approve the method of secure transmission before any Confidential Information is transmitted by Grantee. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation, or law. Confidential Information at rest requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation, or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Grantee shall provide proof of system, media, or device security and/or encryption to DHHS no later than 48 hours after DHHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. DHHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. De-identification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

3.2.12. Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Grantee and is responsible for the development and implementation of the privacy and security requirements in this DUA. Grantee shall provide name and current address, phone number and e-mail address for such designated officials to DHHS upon execution of this DUA and prior to any change. Upon written notice from DHHS, Grantee shall promptly remove and replace such official(s) if such official(s) is/are not performing the required functions.

3.2.13. Make available to DHHS any information DHHS requires to fulfill DHHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Grantee shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

3.2.14. Comply with the following laws and standards if applicable to the type of Confidential Information and Grantee's Authorized Purpose:

- The Privacy Act of 1974 (USC 552a).
- OMB Memorandum 17-12.
- 42 CFR Part 431, Subpart F.
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);

- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies.
- NIST Special Publication 800-66 Revision 1 - An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule.
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised.
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization.
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI.
- Nebraska Information Technology Commission, Chapter 8 – Information Security Policy.
- DHHS Information Technology (IT) Security Policies and Standards.
- Family Educational Rights and Privacy Act; and
- Any other state or federal law, regulation, or administrative rule relating to the specific DHHS program area that Grantee supports on behalf of DHHS.

3.2.15. Be permitted to use or disclose Confidential Information, except Confidential Information about Medicaid Clients, for the proper management and administration of Grantee roles and responsibilities or to carry out Grantee's legal responsibilities, except as otherwise limited by this DUA, the Grantee, or law applicable to the Confidential Information, if: (1) Disclosure is Required by Law; or (2) Grantee obtains reasonable assurances from the person to whom the information is disclose that the person shall:

- Maintain the confidentiality of the Confidential Information in accordance with this DUA.
- Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and
- Notify Grantee in accordance with Section 4 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

3.2.16. For Confidential Information about Medicaid Clients, DHHS must provide prior written approval to the Grantee before Grantee is permitted to use such information for the uses described immediately above.

3.3. *With respect to **ALL Confidential Information**, Grantee shall **NOT**:*

3.3.1. Attempt to re-identify or further identify Confidential Information that has been de- identified or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from DHHS.

3.3.2. Engage in marketing or sale of Confidential Information.

3.3.3. Permit, or enter into any agreement with a Subgrantee to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of DHHS without requiring that Subgrantee first gain approval from DHHS and execute the Form Subgrantee Agreement, Appendix 1. Grantee is directly responsible for its Subgrantees' compliance with, and enforcement of, this DUA. If Subgrantee requires Medicaid Client information access, the Grantee shall specifically identify as such in its request to DHHS.

4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.1. Cooperation and Financial Responsibility

4.1.1. Grantee shall, at Grantee's expense, cooperate fully with DHHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by DHHS, for any Breach of Confidential Information.

4.1.2. Grantee shall make Confidential Information in Grantee's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

4.1.3. Grantee's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to DHHS's satisfaction (the "incident response period").

4.2. Initial Breach Notice

4.2.1. For federal information obtained from a federal system of records, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Grantee shall notify DHHS of the Breach within the first hour of Discovery. The Grantee shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information, Grantee shall also notify DHHS of the Breach within the first hour of Discovery, or in a timeframe otherwise approved by DHHS in writing. Grantee shall initially report to DHHS's Privacy and Security Officers via email at:

- DHHS.InformationSecurityOffice@nebraska.gov and DHHS.HIPAAoffice@Nebraska.gov

Notification shall also be provided via email to the DHHS Grantee Manager.

4.2.2. Grantee shall report all information reasonably available to Grantee about the Breach. This shall include, but not necessarily be limited to:

- Date and time of the incident.
- Date and time the incident was discovered.
- Description of the incident and the data involved, including specific data elements, if known.
- Potential number of records involved; if unknown, provide an estimated range.
- Address where the incident occurred.
- Information technology involved (e.g., laptop, server, mainframe etc.)

4.2.3. Grantee shall provide contact information to DHHS for Grantee's single point of contact who will communicate with DHHS both on and off business hours during the incident response period.

4.3. *Third Business Day*. No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Grantee of a Breach of Confidential Information, Grantee shall provide written notification to DHHS of all reasonably available information about the Breach, and Grantee's investigation, including, to the extent known to Grantee:

4.3.1. The date the Breach occurred.

4.3.2. The date of Grantee's and, if applicable, Subgrantee's Discovery.

4.3.3. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);

4.3.4. A brief description of Grantee's investigation and the status of the investigation.

4.3.5. A description of the types and amount of Confidential Information involved.

4.3.6. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual(s) and if applicable, the Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method.

4.3.7. Grantee's initial risk assessment of the Breach, demonstrating whether individual or other notices are required by applicable law or this DUA for DHHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply.

4.3.8. Grantee's recommendation for DHHS's approval as to the steps individuals and/or Grantee on behalf of individuals, should take to protect the individuals from potential harm, including Grantee's provision of notifications, credit protection, claims monitoring, and any specific

protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances.

4.3.9. The steps Grantee has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate).

4.3.10. The steps Grantee has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach.

4.3.11. Identify, describe or estimate of the persons, Workforce, Subgrantee, or individuals and any law enforcement that may be involved in the Breach.

4.3.12. A reasonable schedule for Grantee to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by DHHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

4.3.13. Any reasonably available, pertinent information, documents or reports related to a Breach that DHHS requests following Discovery.

4.4. *Breach Notification to Individuals and Reporting to Authorities*.

4.4.1. DHHS may direct Grantee to provide Breach notification to individuals, regulators or third parties, as specified by DHHS following a Breach.

4.4.2. Grantee must comply with all applicable legal and regulatory requirements, including but not limited to those contained in the Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006, Neb. Rev. Stat. §§ 87-801 et seq., in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in Grantee's name and on Grantee's letterhead, unless otherwise directed by DHHS, and will contain contact information, including the name and title of Grantee's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.

4.4.3. Grantee shall provide DHHS with draft notifications for DHHS approval prior to distribution and copies of distributed and approved communications.

4.4.4. Grantee shall have the burden of demonstrating to the satisfaction of DHHS that any required notification was timely made. If there are delays outside of Grantee's control, Grantee shall provide written documentation to DHHS of the reasons for the delay.

4.4.5. If DHHS directs Grantee to provide notifications, DHHS shall, in the time and manner reasonably requested by Grantee, cooperate and assist with Grantee’s information requests in order to make such notifications.

5. GENERAL PROVISIONS

5.1. Ownership of Confidential Information

5.1.1. Notwithstanding any other provision in the Grantee, all data collected as a result of this project (including but not limited to all Confidential Information) shall be the property of DHHS.

5.2. DHHS Commitment and Obligations

5.2.1. DHHS will not request Grantee to create, maintain, transmit, use or disclose PII/PHI in any manner that would not be permissible under applicable law if done by DHHS.

5.3. DHHS Right to Inspection

5.3.1. At any time, upon reasonable notice to Grantee, or if DHHS determines that Grantee has violated this DUA, DHHS, directly or through its agent, will have the right to inspect the facilities, systems, books, and records of Grantee to monitor compliance with this DUA. For purposes of this subsection, DHHS’s agent(s) include, without limitation, the Office of Public Counsel, the Nebraska Attorney General’s Office, the Nebraska Auditor of Public Accounts, outside consultants, legal counsel, or another designee.

5.4. Term; Termination of DUA; Survival

5.4.1. This DUA will be effective on the date on which it was signed and will terminate upon termination of the Grantee and as set forth herein. If the Grantee is extended, this DUA is extended to run concurrent with the Grantee.

5.4.2. If DHHS determines that Grantee has violated a material term of this DUA, DHHS may, in its sole discretion:

- Exercise any of its rights, including but not limited to reports, access and inspection under this DUA and/or the Grantee; or
- Require Grantee to submit to a corrective action plan, including a plan for monitoring and plan for reporting as DHHS may determine necessary to maintain compliance with this DUA; or
- Provide Grantee with a reasonable period to cure the violation as determined by DHHS; or
- Terminate the DUA and Grantee immediately, and, if DHHS further determines, seek relief in a court of competent jurisdiction.
- Before exercising any of these options, DHHS will provide written notice to Grantee describing the violation and the action it intends to take.

5.4.3. If neither termination nor cure is feasible, DHHS shall report the violation to the applicable regulatory authorities.

5.4.4. The duties of Grantee or its Subgrantee under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to DHHS, as required by this DUA.

5.5. Injunctive Relief

5.5.1. Grantee acknowledges and agrees that DHHS may suffer irreparable injury if Grantee or its Subgrantee fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

5.5.2. Grantee further agrees that monetary damages may be inadequate to compensate DHHS for Grantee's or its Subgrantee's failure to comply. Accordingly, Grantee agrees that DHHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

5.6. Indemnification

5.6.1. All of Grantee's duties and obligations regarding indemnification otherwise contained herein apply to the provisions contained in this DUA.

5.7. Automatic Amendment and Interpretation

5.7.1. Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on DHHS and/or Grantee remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits DHHS and Grantee to comply with laws applicable to Confidential Information.

5.8. Notices; Requests for Approval

5.8.1. All notices and requests for approval related to this DUA must be directed to the DHHS Grantee Manager.

APPENDIX 1. SUBGRANTEE AGREEMENT FORM

DHHS ORDER NUMBER

The DUA between DHHS and Grantee establishes the permitted and required uses and disclosures of Confidential Information by Grantee. Grantee has received permissions by DHHS for operations purposes for Authorized Use and has sub-Granted with _____ (Subgrantee name) for performance of duties on behalf of Grantee, which are subject to the DUA. Subgrantee acknowledges, understands, and agrees to be bound by the same terms and conditions applicable to Grantee under the DUA, incorporated by reference in this Agreement, with respect to DHHS Confidential Information. Grantee and Subgrantee agree that DHHS is a third-party beneficiary to applicable provisions of the subgrantee.

DHHS has the right, but not the obligation, to review or approve the terms and conditions of the subgrantee by virtue of this Subgrantee Agreement Form.

Grantee and Subgrantee assure DHHS that any Breach as defined by the DUA that Subgrantee Discovers shall be reported to DHHS by Grantee in the time, manner and content required by the DUA.

If Grantee knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subgrantee that constitutes a material breach or violation of the DUA or the Subgrantee's obligations, Grantee shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable.
2. If the steps are unsuccessful, terminate the Grantee or arrangement with Subgrantee, if feasible;
3. Notify DHHS immediately upon Discovery of the pattern of activity or practice of Subgrantee that constitutes a material breach or violation of the DUA and keep DHHS reasonably and regularly informed about steps Grantee is taking to cure or end the violation or terminate Subgrantee's Grantee or arrangement.

This Subgrantee Agreement Form is executed by the parties in their capacities indicated below.

FOR GRANTEE:	FOR SUBGRANTEE:
_____	_____
Name Title Grantee Name	Name Title Subgrantee name
DATE: _____	DATE: _____

Certificate Of Completion

Envelope Id: 0A1C0BFA-2B64-85D9-82C9-EA29492A1488
Status: Sent
Subject: 95920 Y3 Region 5 Systems New Award 7332
Envelope Type: Subaward
Envelope Name: 95920 Y3 Region 5 Systems New Award 7332
Divison: Public Health
DHHS Sender: Jaszmin deFreitas
DHHS Sharepoint ID: CLMS 6248
FFATA Reporting Required: Yes
Source Envelope:
Document Pages: 48
Signatures: 0
Envelope Originator:
Certificate Pages: 5
Initials: 0
Jaszmin DeFreitas
AutoNav: Enabled
301 Centennial Mall S
EnvelopeId Stamping: Enabled
Lincoln, NE 68508-2529
Time Zone: (UTC-06:00) Central Time (US & Canada)
jaszmin.defreitas@nebraska.gov
IP Address: 164.119.5.180

Record Tracking

Status: Original
7/22/2026 11:04:50 AM
Holder: Jaszmin DeFreitas
jaszmin.defreitas@nebraska.gov
Location: DocuSign
Security Appliance Status: Connected
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Signer Events	Signature	Timestamp
Theresa Henning thenning@region5systems.net Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/22/2026 11:18:36 AM ID: f3503b19-e3a5-4e4b-acae-19d51da989c8		Sent: 7/22/2026 11:05:52 AM Viewed: 7/22/2026 11:18:36 AM
Patrick Kreifels pkreifels@region5systems.net Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/17/2026 10:04:21 AM ID: ae24daa9-c9be-4c57-b118-84e4445ecd6f		
Thomas Janousek Thomas.Janousek@nebraska.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/22/2026 10:27:57 AM ID: c3beadd8-c424-4937-bc55-45086313c894		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

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Carrie DeFreece Carrie.defreece@nebraska.gov Procurement Contracts Officer XYZ Small town hospital Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 7/22/2026 11:05:50 AM
DHHS Grants DHHS.Grants@nebraska.gov Office of Procurement and Grants Owner Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 7/22/2026 11:05:51 AM
Erica Ziemann Erica.A.Ziemann@nebraska.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/13/2025 7:58:00 AM ID: d31904ab-a961-4d82-b369-f7cacd26c2da	COPIED	Sent: 7/22/2026 11:05:51 AM
Khrystyna Zhul khrystyna.zhul@nebraska.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/22/2026 11:05:52 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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