



REGION V SYSTEMS

Promoting Comprehensive Partnerships in Behavioral Health

1645 N Street

Lincoln, Nebraska 68508

(402) 441-4343 • Toll Free: (outside of Lincoln) 1-877-286-4343 • Fax: (402) 441-4335


- Adult Behavioral Health Coordination
- Children's Behavioral Health Coordination
- Consumer & Family System Coordination

- Family & Youth Investment (FYI)
- Regional Prevention Coordination
- Rental Assistance Program (RAP)

MEMORANDUM

DATE: August 20, 2014

TO: Tim McDermott, Coalition Lead

FROM: Sandy Morrissey, Region V Systems 

RE: FY 14-15 Coalition Contract for Behavioral Health Services

Enclosed are three original sets of the Contract between Saline County Drug and Alcohol Prevention Coalition and Region V Systems for FY 14-15. If you are in agreement with these terms, please sign and return all three copies of the Contract during the Regional Prevention Coalition Meeting on September 11, 2014. Once final signatures have been obtained, I will forward a fully executed copy to you.

Should you have any questions regarding the specifics of this Contract, please contact me at 402-441-4368 or smorrissey@region5systems.net.

Thank you.

Enclosures



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REGIONAL BEHAVIORAL HEALTH AUTHORITY
Saline County Drug and Alcohol Prevention Coalition
FY 2014-15
(July 1, 2014 - June 30, 2015)

COALITION CONTRACT FOR
PREVENTION SERVICES

THIS AGREEMENT, hereinafter called the "Contract," made and entered into, by and between the REGIONAL BEHAVIORAL HEALTH AUTHORITY, a Nebraska Interlocal Agreement Agency, hereinafter called "Region V," and Mead Community Group, hereinafter called the "Coalition."

WITNESSETH:

WHEREAS, Region V is authorized and required to provide comprehensive behavioral health services, including prevention system coordination and prevention services, within Butler, Fillmore, Gage, Jefferson, Johnson, Lancaster, Nemaha, Otoe, Pawnee, Polk, Richardson, Saline, Saunders, Seward, Thayer, and York Counties, hereinafter called "Region V," under the provisions of the Nebraska Behavioral Health Services Act, LB 1083, adopted by the 98th Legislature, second session 2004, hereinafter called the "Act;"

WHEREAS, the Division of Behavioral Health of the Nebraska Department of Health and Human Services (hereinafter referred to as DHHS), is authorized to carry out certain responsibilities for the administration of the Act;

WHEREAS, the Act authorizes Region V to contract with coalitions in order to provide for prevention services;

WHEREAS, the Nebraska Legislature and the County Boards of Region V have authorized funds, under terms of the Act, to Region V for the purpose of providing and securing prevention services;

WHEREAS, Region V desires to obtain the services of the Coalition for the performance of prevention services mandated under the Act and is contracting with the Coalition for the purpose of obtaining such services;

WHEREAS, the Coalition is desirous of receiving from Region V such funding as is appropriate and necessary to perform certain prevention services of Region V and hereby accepts such responsibilities on behalf of Region V;

WHEREAS, Region V and the Coalition mutually recognize, accept, and agree that the purpose for which the Contract is entered into as being the provision of prevention services by the Coalition within Region V;

WHEREAS, in an effort to ensure the provision of services, Region V has established Regional Prevention Coordination;

WHEREAS, the Coalition has submitted a Request for Approval to Regional Prevention Coordination to provide prevention services and accordingly has been approved for provision and reimbursement of services;

NOW, THEREFORE, in consideration of the above preamble, which is hereby made an integral part of the Contract, the parties hereto mutually agree to the following provisions:

I. CONTRACT TERM AND TERMINATION

- A. TERM. This contract is in effect for a twelve month period, from July 1, 2014, through June 30, 2015.
- B. TERMINATION. This contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least ninety (90) days prior to the effective date of termination. Region V may also terminate this contract in accord with the provisions designated in Section XII A-E. In the event either party terminates this contract, the Coalition shall provide to DHHS all work in progress; work completed, and materials provided by Region V in connection with this contract immediately.

II. DOCUMENTS INCORPORATED BY REFERENCE

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

III. TERMS DEFINED

- A. Behavioral Health (BH) Services: services that include mental health, substance abuse, and prevention services. For the purposes of this Contract, "MH" shall mean mental health and "SA" shall mean substance abuse.
- B. Regional Prevention Coordination (RPC): representatives from Region V charged with the administrative responsibility to ensure effective use of prevention funds through a regional needs assessment, policy development, coordination, maintenance, and monitoring of a Regional Prevention System.
- C. Community Coalition: a community-based organization of individuals representing diverse organizations, factions, or constituencies who agree to work together in order to achieve a common goal. The coalition's work includes identification of prevention services and/or strategies designed to specifically reduce or delay the onset of substance abuse.
- D. Nebraska Behavioral Health System NBHS: the publicly funded behavioral health system of care as managed by DHHS and includes the six Regional Behavioral Health Authorities and the three Regional Center Hospitals that manages and provides mental health and substance abuse treatment and prevention services for residents of the State of Nebraska.
- E. Regional Behavioral Health Authority (RBHA): means the regional administrative entity responsible for the development and coordination of publicly funded behavioral health services for each Behavioral Health Region, and receives State and Federal funds from DHHS. The RBHA is responsible for ensuring compliance with all state and federal statutes, regulations, rules, conditions and limitations associated with these funds. For the purposes of this contract, the Regional Behavioral Health Authority shall be referred to as "Region V."
- F. DHHS: is the Nebraska Department of Health and Human Services.
- G. Prevention Provider: an individual or agency who directly provides a specific community population or target group with prevention information, resources or expertise.

- H. Mini-grant: an award of no more than \$3,000 each for projects or activities aimed at building community capacity through partnerships and collaborations to increase prevention sustainability. Activities funded must fall under the six Federal Strategies and meet the definition of primary prevention.
- I. Primary Prevention: programs and services that are directed at individuals who have not been determined to require treatment for substance abuse. Comprehensive primary prevention programs should give priority to target population sub-groups that are at risk of developing a pattern of substance abuse. Programs should include activities and services provided in a variety of settings that address specific risk factors, and that may be broken down by age, race/ethnicity, gender, and other characteristics of the population being served.
- J. Institute of Medicine Prevention Classification: categories of prevention activities including universal prevention, selective prevention, and indicated prevention.
- K. Universal Prevention: activities targeted to the general public or a whole population group that has not been identified on the basis of individual risk.
- L. Selective Prevention: activities targeted to individuals or a subgroup of the population whose risk of developing a disorder is significantly higher than average.
- M. Indicated Prevention: activities targeted to individuals in high-risk environments, identified as having minimal but detectable signs or symptoms foreshadowing disorder or having biological markers indicating predisposition for disorder but not yet meeting diagnostic levels.
- N. Federal Strategies: categorization of prevention strategies into six main categories: Alternative Activities, Community-based Processes, Education, Environmental, Information Dissemination, and Problem ID and Referral as identified by SAMHSA's Center for Substance Abuse Prevention (CSAP).
- O. Information Dissemination: strategy that provides awareness and knowledge of the nature and extent of alcohol, tobacco, and drug use, abuse and addiction and their effects on individuals, families, and communities. It also provides knowledge and awareness of available prevention programs and services. It is characterized by one-way communication from the source to the audience, with limited contact between the two. Examples include clearinghouse/information resource centers, resource directories, media campaigns, brochures, radio/TV public announcements, speaking engagements, health fairs and other health promotion and/or hot lines.
- P. Education: strategy that involves two-way communication and is distinguished from the Information Dissemination strategy by the fact that interaction between the educator/facilitator and the participants is the basis of its activities. Activities aim to affect critical life and social skills, including decision-making, refusal skills, critical analysis and systematic judgment abilities. Examples of activities and methods include parenting and family management classes, ongoing classroom and/or small group sessions, peer leader/helper programs, education programs for youth groups, mentors, and/or preschool prevention programs.
- Q. Alternatives: strategy that provides for the participation of target populations in activities that exclude alcohol, tobacco, and other drug use. The assumption is that constructive and healthy activities offset the attraction to, or otherwise meet the needs usually filled by alcohol, tobacco and other drugs and would, therefore, minimize or prevent resorting to the latter. Examples include drug free dances and parties, youth/adult leadership activities, community drop-in centers, and community service activities, etc.
- R. Problem Identification and Referral: strategy aimed at identification of those who have indulged in illegal/age-inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs in order to assess if their behavior can be reversed through education.

Does not include any activity designed to determine if a person is in need of treatment. Examples include employee assistance programs, student assistance programs, and driving while under the influence/driving while intoxicated education programs.

- S. Community-Based Process: strategy aimed to enhance the ability of the community to more effectively provide prevention and treatment services for alcohol, tobacco and drug abuse disorders. Activities include organizing, planning, enhancing efficiency and effectiveness of service implementation, interagency collaboration, coalition building, and networking. Examples include community and volunteer training, systematic planning, and community team-building etc.
- T. Environmental: strategy that establishes or changes written and unwritten community standards, codes and attitudes, thereby influencing incidence and prevalence of the abuse of alcohol, tobacco and other drugs used in the general population. This strategy is divided into two subcategories to permit distinction between activities which center on legal and regulatory initiatives and those that relate to the service and action oriented initiatives. Examples include promoting the establishment or review of alcohol, tobacco, and drug use policies in schools, modifying alcohol and tobacco advertising practices, and product pricing strategies.

IV. BEHAVIORAL HEALTH SERVICE ALLOCATION

- A. TOTAL PAYMENT. Region V shall pay the Coalition a total amount not to exceed \$12,091 for the services specified herein. See Attachment A.
- B. FEDERAL BLOCK GRANT FUNDING. The contract amount includes funds contracted to the Nebraska Department of Health and Human Services by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT). Funds are passed through to Region V and subsequently passed through from Region V to the Coalitions. Funds included in the Coalition's allocation include Substance Abuse Prevention & Treatment Block Grant (SAPTBG) funds as specified below.
 - 1. \$12,091 of SAPTBG (CFDA 93.959) See Attachment A.

V. DHHS DUTIES AND RESPONSIBILITIES

- A. Payments under this Contract shall be made by DHHS as approved in the Regional Budget Plan subject to the receipt and approval of any reports required to be submitted, and any additional supporting documentation required.
- B. DHHS agrees to provide consultation and technical assistance to Regional Prevention Coordination and all Coalitions providing services under this Contract to meet the obligations specified under the Contract. An appropriate specialist as determined by DHHS shall provide the consultation and technical assistance. Regional Prevention Coordination and Coalitions may act upon such consultation as they determine appropriate.

VI. REGIONAL PREVENTION COORDINATION (RPC) DUTIES AND RESPONSIBILITIES

Region V is designated as Regional Prevention Coordinator for the NBHS in Region V's geographic area of responsibility and as such agrees to provide the services in accordance with described goals, objectives, and budgets as specified in the approved Regional Budget Plan and all State standards, regulations, and federal requirements as specified in all attachments hereto.

- A. Region V shall maintain a Regional Coordinator for the Regional Behavioral Health Prevention Services System in Region V's geographic area of responsibility.
1. The regional prevention system coordinator will actively participate and contribute to the development and oversight of the statewide prevention system. The coordinator will budget for travel to attend and participate in system meetings which support the development, coordination, maintenance, and monitoring of Community Coalitions and other prevention activities.
 2. The regional prevention system coordinator will explore opportunities that promote the alignment and leveraging of prevention resources and priorities at the State, Regional and community levels.
 3. The regional prevention system coordinator will build Regional approaches to link existing intervention and treatment services to existing problem identification and referral mechanisms.
- B. Regional Prevention Coordination shall develop and maintain a comprehensive regional plan of prevention services that utilizes the five-step Strategic Prevention Framework (SPF) planning process to prevent the abuse of substances. The RPC will develop, maintain and monitor a system of local community coalitions and other community activities to support prevention efforts identified in the regional prevention plan and approved Regional Budget Plan. Coalition development and maintenance will include:
1. Developing, monitoring, sustaining and ongoing evaluating of coalitions according to State and Federal standards, regulations, and laws. If problems arise with a coalition, the RPC will assist the coalition by providing direct technical assistance to the coalition in the development and implementation of corrective action plans to correct any financial, billing, or programmatic problem.
 2. Ensuring adherence to the Prevention Code of Conduct, promotion of minimum standards, and advancement of Prevention Professional Core Competencies.
 3. Ensuring that Regional Prevention Coordination procedures are implemented to monitor Coalitions' compliance with all terms and requirements of this Contract including the Federal SAPTBG Requirements.
 4. Ensuring that the 6 Primary Prevention strategies, Information Dissemination, Education, Alternative Activities, Problem Identification and Referral, Community-Based Process, and Environmental, are used to implement prevention services.
 5. Promotion of a comprehensive prevention approach, including a mix of evidence-based programs, policies, and/or practices that best address the selected prevention priorities.
 6. Ensuring that all prevention efforts including specific strategies implemented are documented and recorded as directed by DHHS.
 7. Assisting coalitions in development of sustainability plans, identification of outcomes and prioritization of continued SPF initiatives.
 8. Providing system leadership, support and technical assistance to coalitions in planning new services which are consistent with Region V's plans, but not involved in the actual development or delivery of direct services. Tasks and activities included in the regional system coordinator's role do not include supervision of delivery of services.

- C. Regional Prevention Coordination shall continually monitor, review, and perform programmatic, administrative, and fiscal accountability and oversight functions on a regular basis with all Coalitions.
1. Regional Prevention Coordination shall develop written policies and procedures to ensure a systematic approach to monitoring, reviewing, and providing oversight functions of the coalitions. Such policies and procedures will include at a minimum:
 - a. Procedures for review of Program Fidelity Reviews and other routine monitoring activities;
 - b. Format for reporting the results of the audits, and
 - c. Procedures for distributing the results of the audits.
- D. Regional Prevention Coordination shall participate in all reporting and record keeping systems including the web-based Nebraska Prevention Information and Resource System (NPIRS), to the technical level available, for all activities funded under this Contract. Regional Prevention Coordination agrees that the accuracy of the data in the NPIRS data information system is dependent on the data input by Coalitions.
1. Regional Prevention Coordination shall monitor that Coalitions:
 - a. Participate in reporting National Outcomes Measurement Systems via the use of NPIRS to record prevention activities.
 - b. Enter data accurately into the web based information system, NPIRS.
 - c. Actively participate in any training specific to NPIRS.
 2. Regional Prevention Coordination agrees to provide technical assistance to Coalitions to correct any discrepancies in data input and follow-up with Coalitions to ensure that corrections are completed.
 3. Regional Prevention Coordination, along with DHHS, will review the data to determine appropriate use of Region V's prevention funds in each coalition and with each prevention provider and conduct routine verification of claims submitted by Coalitions.
- E. A Regional Budget Plan for prevention and regional prevention coordination for each fiscal year shall be submitted to DHHS annually by the deadline set forth by DHHS. Region V will provide financial oversight of funds received from DHHS, and all federal maintenance of efforts are met.
1. Regional Prevention Coordination shall monitor and manage the utilization of contract funds with Coalitions for services specified in this Contract to ensure expenditures do not exceed funds approved for the service under this Contract.
- F. Regional Prevention Coordination agrees to maintain all data, fiscal, and programmatic records and reports for the time period specified as required by DHHS. Such records shall be available for inspection by authorized representatives of DHHS and federal government with the express understanding that any inspection will comply with federal and state laws and regulations regarding confidentiality. Regional Prevention Coordination shall agree to submit data, financial, and programmatic reports as specified by DHHS.
- G. Regional Prevention Coordination shall develop and implement strategies to ensure that service provision, system design, and services are culturally competent and represent the ethnic and gender needs of the community.
- H. Regional Prevention Coordination shall determine and set performance and outcome measures and a system for monitoring progress in meeting performance measures.

- I. Regional Prevention Coordination will maintain Region V guidelines for awarding mini-grants, to include written guidelines, within parameters set by DHHS.
- J. Regional Prevention Coordination will develop an action plan addressing the Statewide Prevention Goal of enhancing or building community responses in support of increasing the perception of harm regarding alcohol use/abuse among all age groups.

VII. COALITION DUTIES AND RESPONSIBILITIES

The Coalition must meet and agree to the following criteria to be eligible for funds flowing through the Region from DHHS, and to be included in the NBHS.

A. Federal Block Grant Requirements

Coalitions receiving Federal Block Grant funds agree to comply with the Substance Abuse Prevention and Treatment Block Grant (SAPTBG) requirements as outlined in Attachment B.

B. Drug-Free Policies and Requirements

The Coalition hereby assures Regional Prevention Coordination that it will operate a drug free Coalition in accordance with State guidelines and has implemented a drug free coalition policy, which is available to Regional Prevention Coordination upon request.

C. Data Requirements

1. The Coalition shall participate in all reporting and record keeping systems, including reporting of the National Outcome Measurement System in the web-based information system, NPIRS, to the technical level available to the Coalition. The Coalition will fulfill all information requests required by Region V or DHHS, for all prevention services funded under this Contract. The Coalition agrees that the accuracy of the data in the NPIRS data information system is dependent on the data input by Coalitions.

The Coalition agrees to:

- a. Participate in reporting the National Outcomes Measurement System via the use of NPIRS to record prevention activities.
 - b. Data must be entered within 30 days of the prevention activity.
 - c. Actively participate in any training or technical assistance specific to NPIRS.
 - d. Document in monthly or quarterly coalition meeting minutes information to reflect data entered into the NPIRS.
2. The Coalition shall agree to maintain and submit all data, fiscal and programmatic records and reports as specified by Region V and DHHS.
 3. As directed by Regional Prevention Coordination, the Coalition agrees to submit data and/or information to promote the continuous quality improvement process within the Nebraska Behavioral Health System, both at a state and Regional level.

D. Reporting Requirements

1. The Coalition shall submit a Request for Approval/Budget Plan for prevention services to Region V annually by the deadline set by Region V. The Coalition shall budget for travel to attend and participate in system meetings as scheduled.

2. The Coalition shall submit an annual strategic plan and verification of activities that fall under the six federal strategies. All activities must meet the definition of primary prevention.
 - a. The Coalition agrees to have a minimum of 70% of allocated funds within community-based or environmental strategies. If the coalition is unable to meet this percentage written justification must be provided to Region V Prevention Coordination as why the majority of funding falls under information dissemination, education, alternative activities or problem identification and referral.
3. The Coalition shall make available all records requested for purposes of monitoring compliance with the provisions of this Contract, to meet the minimum standards, including meeting minutes, a current listing of its members, strategic plan and budget.
4. The Coalition agrees to submit all subcontracts, as approved by DHHS and Regional Prevention Coordination entered into in order to carry out the contracted services within this Contract to Regional Prevention Coordination within 60 days of signature of said subcontracts.
 - a. The Coalition agrees to include language in said subcontracts as required by this Contract.
 - b. The Coalition shall monitor all subcontractors' compliance with the requirements of said subcontracts.
5. The Coalition shall develop an action plan to address the Statewide Prevention Goal and indicator(s) identified in Section VII. 5.a. and report progress as directed by Regional Prevention Coordination.
 - a. GOAL: Increase the perception of risk related to alcohol use/abuse among all age groups.
 - 1) Indicator #1: The percentage of persons aged 18 or older reporting binge alcohol use will decrease to 20%.
 - 2) Indicator #2: The percentage of students in 9th-12th grade who reported having five or more drinks on at least one occasion in the past 30 days will decrease to 15%.
6. The Coalition shall establish continuing evaluation of the effectiveness of each of its strategies for a review of the quality of the services provided by the Coalition. As directed by Regional Prevention Coordination, the Coalition shall be expected to submit to Regional Prevention Coordination a copy of the plan for evaluation of the effectiveness of strategies. The plan must contain the minimum information and time-lines as requested by Regional Prevention Coordination.
 - a. The Coalition agrees to submit quarterly reports using the BH-5 (Attachment C) to Regional Prevention Coordination. Reports are due on October 7, 2014; January 7, 2015; April 7, 2015; and the final report must be submitted no later than June 8, 2015.
 - b. Payments will only be process upon receipt of each quarterly BH-5 report. Coalitions must utilize the BH-5 form generated specifically for each individual coalition.

E. Administrative Meeting Requirements

1. A Coalition representative and/or prevention provider shall participate in at least five out of the six Regional Prevention Coalition meetings held six times a year in the months of July, September, November, January, March, and May.

2. The Coalition/prevention providers shall participate in administrative and planning meetings called by Regional Prevention Coordination for purposes of program development and regional coordination of services.

IX. FUNDING ASSURANCES

- A. The Coalition agrees to provide an accounting to Region V, for all sources and expenditures of funds for any service(s) reimbursed by Region V and DHHS, as outlined in this Contract for the duration stated herein.
 1. Such accountability shall include accounting for Substance Abuse Prevention services, and any reports, audits, program reviews, documents, or papers of a financial nature which DHHS or the Region requires or may request.
 2. The Coalition shall maintain separate accounting of fund sources used to pay for SA Prevention services. Records shall be available for inspection by authorized representatives of Region V, DHHS, or the federal government, upon request with the express understanding that any inspection will comply with federal and state laws and regulations regarding confidentiality.
- B. The Coalition agrees that income received by the Coalition from charges for services provided under this Contract shall remain in the account of the Coalition and shall be used for the provision of prevention services.
- C. The Coalition agrees that the funds under this Contract are intended for the provision of substance abuse prevention and related administrative services as specified in the contract; therefore, funds received under the terms of this Contract shall not be used to litigate legal actions against Region V, DHHS, or the state.
- D. Reimbursement from all sources shall not exceed the cost of services.
- E. The Coalition shall not bill for services when a signed copy of a subcontract has not been provided to Regional Prevention Coordination prior to services rendered by the subcontractor.
- F. Coalitions receiving funding agree to share/loan with other coalitions or community entities within southeast Nebraska any substance abuse prevention materials, products, technology, allowable/evidence-based curriculums, as available.
- G. The Coalition agrees that it will not use more than 20% of awarded funding for personnel unless otherwise approved in writing by Network Management/Regional Prevention Coordination.
- H. The Coalition shall agree to keeping records that are sufficient to permit the preparation of reports required by DHHS and Region V and to permit the tracking of Federal Block Grant funds to a level of expenditure adequate to ensure that funds have been spent in accordance with Contract provisions.
- I. The Coalition shall be fiscally accountable to Region V for all sources and expenditures of funds. The Coalition shall agree to routine audits and verifications Region V, DHHS and / of the Federal Government of the services purchased, program fidelity, and federal block grant requirements as set forth below:
 1. The Coalition agrees to maintain all fiscal and programmatic records for the time period specified in the applicable regulations. Such records shall be available for inspection by authorized representatives of Region V, DHHS, and/or the federal government, with the

express understanding that any inspection will comply with federal and state laws and regulations regarding confidentiality.

2. The Coalition shall agree that, if the audited financial statement submitted to Network Management Team does not meet the requirements, Region V and DHHS may name its representatives to conduct an additional audit of the Coalition's accounts at the Coalition's expense.

X. BILLING AND PAYMENT

- A. Payments under this contract shall be made to the coalition's fiscal agent by Region V as approved in the Regional Budget Plan subject to receipt and approval of any reports required to be submitted and any supporting documentation required.
 1. Services shall be paid on a rate through reimbursement for actual expenses that have not been reimbursed through other payment sources, or through another reimbursement method, based on the approved Regional Budget Plan. The amount paid to the Coalition shall not exceed the total amount allocated in this Contract for each service.
 2. Reimbursement to a Coalition above the amount granted must be approved by the Regional Governing Board at a duly constituted meeting of the Board.
- B. The Coalition shall use the reimbursement forms specified by the Region, including but not limited to the BH-4a (Attachment D) and BH-4p (Attachment E). Prevention reimbursement requests received on Tuesday by 4 p.m. will be processed that week, with checks being issued on Friday. Region V shall process reimbursement requests and send payment to the Coalition. Utilize the six federal strategies chart to complete BH-4a and BH-4p (Attachment F).
- C. Quarterly reimbursement requests must include all expenses incurred during that quarter.
- D. The Coalition agrees that if the billing does not make the submission deadline set above, the bill may not be paid until the following week to ensure sufficient time for processing. If reimbursement requests are received later than Tuesday 4 p.m. the processing will occur the following week with checks issued on that Friday.
- E. Invoices for payments submitted by the Coalition shall contain sufficient detail and receipts to support payment. Any terms and conditions included in the Coalition's invoice shall be deemed to be solely for the convenience of the parties (Attachment E and F).
- F. Expenses incurred during the contract period may be processed and paid after July 1, 2014. Such expenses are declared payable as expenditures against and for the funds available pursuant to this Contract for the fiscal year ending June 30, 2015. Final request for payment must be submitted no later than June 15, 2015.

XI. PAYMENT DELAY, REDUCTION, OR DENIAL

- A. Coalitions agree to reduction in payments based upon any failure to comply with the Contract conditions herein, as determined by audits, reviews conducted under this Contract, and/or any reviews conducted by Network Management Team and/or the DHHS under federal and/or state rules and regulations. Such reviews include compliance with all data input requirements verified through the State's System Management agent.

Region V will delay, reduce, or withhold payments to the Coalition or require repayment from the Coalition when conditions warrant such action. Region V will notify the

Coalition in writing concerning failure to meet requirements, at which time the Coalition will be allowed twenty (20) working days to meet the request.

XII. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES. The Coalition agrees to the following terms regarding access to records and audit responsibilities:

1. All Coalition books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical, or other media relating to work performed or monies received under this Contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by Region V and/or DHHS. These records shall be maintained for a period of three (3) full years from the date of final payment, or until all issues related to an audit, litigation, or other action are resolved to the satisfaction of Region V and DHHS, whichever is longer. Records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment.
2. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation, or other action is resolved to the satisfaction of Region V and DHHS.
3. All records shall be maintained in accordance with generally accepted accounting principles.
4. The Coalition shall provide Region V any and all written communications received by the Coalition from an auditor related to the Coalition's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 "Communicating Internal Control Related Matters Identified in an Audit," and SAS 114, "The Auditor's Communication with Those Charged with Governance." The Coalition agrees to provide Region V with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to Region V at the same time copies are delivered to the Coalition, in which case the Coalition agrees to verify that Region V has received a copy.
5. Coalition shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of the findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If the Coalition disagrees, it should provide an explanation and specific reason that demonstrate that the finding is not valid.
6. In addition to, and in no way in limitation of any obligation in this Contract, the Coalition shall agree that it will be held liable for audit exceptions, and shall return to Region V all payments made under this Contract for which an exception has been taken or which has been disallowed because of such an exception.

B. ANTI-DISCRIMINATION. The Coalition shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973; Public Law 93-112; the Americans with Disabilities Act of 1990; Public Law 101336; and the Nebraska Fair Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of contract. The Coalition further agrees to insert

similar provisions in all sub-contracts for services allowed under this Contract under any program or activity.

- C. ASSIGNMENT. The Coalition agrees not to assign or transfer any interest, rights, or duties under this Contract to any person, firm, or corporation without prior written consent of Region V. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this Contract.
- D. CONFIDENTIALITY. Any and all information gathered in the performance of this contract either independently or through Region V or DHHS, shall be held in the strictest confidence and shall be released to no one other than Region V or DHHS without the prior written authorization of Region V and DHHS, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to the this general confidentiality provision. This provision shall survive termination of this contract.
- E. CONFLICTS OF INTEREST. In the performance of this Contract, the Coalition agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the Coalition will immediately notify the Regional Prevention Coordinator of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.
- F. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of DHHS. The Coalition shall not copyright any of the copyrightable material produced in conjunction with the performance required under this contract without written consent from Region V and DHHS. DHHS reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes. This provision shall survive termination of this contract.
- G. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Coalition certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- H. FEDERAL FINANCIAL ASSISTANCE. The Coalition agrees that its performance under this Contract will comply with all applicable provisions of 45 C.F.R. §§ 87.1–87.2 (2005) et seq. The Coalition further agrees that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.
- I. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this contract.
- J. GOVERNING LAW. This contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against Region V, DHHS or the State of Nebraska regarding this contract shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law. The Coalition will comply with all Nebraska statutory and regulatory law.
- K. HOLD HARMLESS. The Coalition shall defend, indemnify, hold, and save harmless Region V and/or the State of Nebraska 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 Region V and/or the State of Nebraska, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Coalition, its employees, subcontractors, consultants, representatives, and agents, except to the extent such Coalition liability is attenuated by any action of Region V and/or the State of Nebraska which directly and proximately contributed to the claims.

Region V and DHHS, if liable, are limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Agreement Claims Act, and any other applicable provisions of law. Region V and DHHS do not assume liability for the actions of the Coalition.

- L. INDEPENDENT ENTITY. The Coalition is an independent entity and neither it nor any of its employees shall for any purpose be deemed employees of Region V or DHHS. The Coalition shall employ and direct such personnel as it requires to perform its obligations under this Contract, exercise full authority over its personnel, and comply with all worker's compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this Contract.
- M. INTEGRATION. This written Contract represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.
- N. LOBBYING. If the Coalition receives federal funds through Region V and DHHS, for full or partial payment under this Contract, then no State or Federal appropriated funds will be paid, by or on behalf of the Coalition, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract or (a) the awarding of any Federal Agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan, or cooperative agreement. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, the Coalition shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- O. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Coalition shall review the Nebraska Technology Access Standards, found at: <http://www.nitc.state.ne.us/standards/accessibility/tacfinal.html>, and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the Coalition's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.
- P. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. The independent contractors for coalitions acknowledges that Nebraska law requires Region V to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any independent contractor who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to individuals, to a corporation if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services. The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is

available at:

<http://www.revenue.ne.gov/tax/current/fw-4na.pdf> or
<http://www.revenue.ne.gov/tax/current/fill-inft4na.odf>

- Q. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The Coalition shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- R. PROMPT PAYMENT. If applicable, payment will be made in conjunction with the State of Nebraska Prompt Payment Act, Neb. Rev. Stat. §§ 81-2401 to 81-2408 (2004).
- S. PUBLIC COUNSEL. In the event the Coalition provides health and human services to individuals on behalf of DHHS under the terms of this Contract, the Coalition shall submit to the jurisdiction of the Public Counsel under Neb. Rev. Stat. §§ 81-8,240 to 81-8,254 (2004) with respect to the provision of services under this Contract.
- T. PUBLICATIONS. As required by United States Department of Health and Human Services (hereinafter "HHS") appropriations acts, all HHS recipients 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. Recipients are 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. When Federal dollars are used, the Coalition agrees that all publications that result from work under this agreement will acknowledge that the project was supported by specifying the grant Number and the Federal Agency responsible for the grant.
- U. RESEARCH. Region V reserves the right to review prior to dissemination, and require revisions to any document developed, produced, or distributed to the general public based on client or program data submitted to the Region and / or DHHS directly.
- V. SEVERABILITY. If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- W. SUBCONTRACTORS. The Coalition shall not subcontract any portion of this contract without prior notification to Region V Regional Prevention Coordination/Network Management Team. The Coalition shall ensure that all subcontractors comply with all requirements of this contract and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
- X. TIME IS OF THE ESSENCE. Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by Region V shall not waive any rights of Region V nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Coalition remaining to be performed.

XIII. CHANGES TO THE CONTRACT

- A. The Coalition may propose changes to this Contract with Network Management/Regional Prevention Coordination for the Contract period. Such proposed changes may reflect adjustments in program services, expense categories, service usage as indicated through utilization management, and/or capacity development plans but must continue to meet the

requirements set by the fund source. Any adjustments will require a clear written request supported by data and narrative to justify the request. Any amendments or changes of services shall be as follows:

1. The Coalition shall submit proposed changes or amendments to the Contract on or before March 9, 2015. No amendments will be considered after that date unless an emergency exists and the Coalition can demonstrate need.
2. This Contract may not be modified except by amendment made in writing and signed by both parties and their duly authorized representatives. No alteration or variation of the terms and conditions of this agreement shall be valid unless made in writing and signed by both parties.

XIV. TERMINATION OF CONTRACT

- A. **ASSURANCE OF PERFORMANCE.** If Region V in good faith has reason to believe that the Coalition does not intend to, is unable to, or has refused to perform or continues to perform all material obligations under this contract, Region V may demand in writing that the Coalition give a written assurance of intent to perform. Failure by the Coalition to provide written assurance within the number of days specified in the demand may, at Region V and/or DHHS' option, is the basis for termination of this Contract.
- B. **FUNDING AVAILABILITY.** Region V may terminate the contract, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, Region V may terminate the contract with respect to those payments for the fiscal years for which such funds were not appropriated. Region V shall give the Coalition written notice thirty (30) days prior to the effective date of any termination. The Coalition shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Coalition be paid for a loss of anticipated profit.
- C. **BREACH OF CONTRACT.** Region V may immediately terminate the contract, in whole or in part, if the Coalition fails to perform its obligations under the contract in a timely and proper manner. Region V may, by providing a written notice of default to the Coalition, allow the Coalition to cure a failure or breach of contract within a period of thirty (30) days or longer at Region V's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Coalition time to cure a failure or breach of contract does not waive Region V's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. Region V may, at its discretion, contract for any services required to complete this contract and hold the Coalition liable for any excess cost caused by the Coalitions' default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
- D. **COALITION CHANGES.** The Coalition shall report to Region V within twenty (20) days of its occurrence any of the following changes, including changes regarding services offered which are different than the services agreed to in this contract:
 1. Changes in ownership, legal status, control, or management of the Coalition.
 2. Changes in the capacity and/or type(s) of services offered. Region V may immediately terminate and/or amend this Contract, or any portion thereof, based on the changes reported, within thirty (30) days of receiving the report from the Coalition or upon notice from the Division.

XV. NOTICES

