

**NCPG FY 2014-2015 CONTRACT**

**BETWEEN THE**

**NEBRASKA COMMISSION ON PROBLEM GAMBLING**

**AND**

**\*\*\*\*\***

This contract is entered into by and between the **Nebraska Commission on Problem Gambling** (hereinafter "NCPG"), and **\*\*\*\*\*** (hereinafter "Contractor").

PURPOSE. The purpose of this contract is to provide community based problem gambling treatment services for the Gamblers Assistance Program (GAP) in compliance with the requirements set forth by the Nebraska Commission on Problem Gambling.

**I. TERM AND TERMINATION**

- A. TERM. This contract is in effect from July 1, 2014 until July 31, 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 Thirty (30) days prior to the effective date of termination. NCPG may also terminate this contract in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to NCPG all work in progress, work completed, and materials provided to it by NCPG in connection with this contract immediately.

**II. CONSIDERATION**

- A. TOTAL PAYMENT. NCPG shall pay the Contractor a total amount not to exceed \$\*\*\*\*(\*\*\*\*) for the services and expenses provided for the FY14 (July 1, 2014-June 30, 2015). Payment and reimbursement rates are specified in attachment A.
- B. PAYMENT STRUCTURE. Payment shall be structured as follows:
  - 1. The Contractor will submit billings no later than the 15th day of the month following the month service was delivered for payment for actual, allowable, and reasonable services and expenditures in accordance with attachment "A." NCPG shall make payment, subject to the following conditions:
    - a. Contractor shall submit the monthly payment requests using the forms and format shown in the attachment.

- b. Payment shall be made within forty-five (45) days from the date on the invoice provided: (a) the timely submission and receipt of the payment request and required supporting documentation; and (b) NCPG approval of payment request and supporting documentation.
- c. All services and expenses provided for which the Contractor seeks payment must be in compliance with GAP program standards as approved by the NCPG. Any services deemed to be in non-compliance with those terms may be ineligible for reimbursement or be subject to repayment.
- d. All payment requests for services provided thru May must be submitted no later than June 15th of that fiscal year; and the final payment request of the fiscal year must only be for services provided in June and must be submitted no later than July 15th following the fiscal year.

2. The Contractor agrees that reimbursement for services shall not be processed should NCPG be billed for said services ninety (90) days or more beyond the implementation of the actual service delivery with the exception of the last month of the fiscal year which must be billed for by July 15th.

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

A. The Contractor shall do the following:

- 1. Provide community based problem gambling treatment services purchased under this Contract in compliance with the current GAP Provider policies of the NCPG.
- 2. Perform education, information and outreach activities to increase awareness among the public of the nature and existence of problem gambling disorders, and the availability of treatment services through the Nebraska Gamblers Assistance Program. These activities shall comprise at least 10% of the contractor's billed services and expenditures.
- 3. Participate in all reporting and record keeping systems, including the web-based data collection system, and information requests required by NCPG for all community based problem gambling treatment services funded under this Contract. The Contractor will participate in all mandatory trainings to ensure the accurate collection, entry and reporting of the data set for future analysis by NCPG. Related travel costs associated with NCPG required trainings will be reimbursed upon timely and appropriate submission and NCPG approval.
- 4. Ensure, and be able to provide documentation upon request, that all clinicians providing community based problem gambling treatment services funded by this contract are in compliance with provider qualifications as defined in the

current NCPG policies.

5. The contractor agrees to meet with NCPG staff, as requested in advance, to review the progress, performance and compliance of the contractor in meeting the requirements of this contract. The contractor shall provide NCPG access to any and all information pertaining to services purchased under this contract and shall allow NCPG to conduct site visits, as applicable, in order to review contract compliance, assess management controls, evaluate applicable services and activities, and provide technical assistance as needed.
6. The contractor agrees to reductions 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 NCPG under federal and/or state rules and regulations.
7. The Contractor agrees to comply with the requirements of P.L. 103-327, also known as "the Pro-Children Act of 1994," and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

A. NCPG shall do the following:

1. Provide consultation and technical assistance to the Contractor. Consultation and technical assistance may be provided via teleconference, videoconference, individual and/or group environments as deemed appropriate based upon Contractor need and NCPG agreement to method of delivery, length of consultation and ongoing requests.

2. Perform an Audit of Contract Services.

a. The Audit of Services Purchased for Contract Services shall be completed by NCPG no less frequently than once per fiscal year. The Audit of Services Purchased shall include a review of services billed to NCPG under this Contract. The Services Purchased Audit process is described in the most current GAP Program Manual.

b. The Audit of Program Fidelity for Contract Services shall be completed by NCPG no less frequently than once every three fiscal years. The Audit of Program Fidelity shall include a review of services billed to NCPG under this Contract. The Program Fidelity Audit process is described in the most current GAP Program Manual.

3. Provide the Contractor with access to the most current GAP Program Manual prior to the start of the contract and ensure timely notification of changes to the Contractor. NCPG will provide timely access to training and/or technical assistance pertaining to program expectations outlined within the Provider Manual. NCPG will provide notification to the Contractor of changes to the Manual within fourteen (14) days of such revision.

4. Delay, reduce or withhold, reimbursement request, or repayment of funds paid to the Contractor if the Contractor is unable to meet contractual requirements, deadlines or file reports on a timely basis as set forth in this contract. If a Contractor is found to not have met or be in non-compliance with any of the conditions of this contract, NCPG will notify the Contractor in writing of said failure to meet requirements and the Contractor shall be allowed twenty (20) working days to submit response.

## IV. GENERAL PROVISIONS

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

1. All Contractor 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 NCPG. Contractor shall maintain all records for five (5) years from the date of final payment, except that 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. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of NCPG. All records shall be maintained in accordance with generally accepted business practices.

2. The Contractor shall provide NCPG any and all written communications received by the Contractor from an auditor related to Contractor'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 Auditors Communication with Those Charged With Governance*. The Contractor agrees to provide NCPG 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 NCPG at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that NCPG has received a copy.

3. The Contractor shall immediately correct any material weakness or condition reported by NCPG in the course of an audit and notify NCPG that the corrections have been made.

4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor shall be liable for audit exceptions, and shall return to NCPG all payments made under this contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from NCPG.

5. The above provisions shall survive termination of the contract.

B. AMENDMENT. This contract may be modified only by written amendment, executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties.

C. ANTI-DISCRIMINATION. The Contractor 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 Contractor shall insert this provision in all subcontracts.

- D. ASSIGNMENT. The Contractor shall not assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of NCPG. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.
- E. ASSURANCE. If NCPG, in good faith, has reason to believe that the Contractor does not intend to, is unable to, or has refused to perform or continue to perform all material obligations under this contract, NCPG may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at NCPG's option, be the basis for terminating this contract.
- F. BREACH OF CONTRACT. NCPG may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. NCPG may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) days or longer at NCPG'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 Contractor time to cure a failure or breach of contract does not waive NCPG's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. NCPG may, at its discretion, contract for any services required to complete this contract and hold the Contractor liable for any excess cost caused by Contractor's default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
- G. CONFIDENTIALITY. Any and all information gathered in the performance of this contract, either independently or through NCPG, shall be held in the strictest confidence and shall be released to no one other than NCPG without the prior written authorization of NCPG, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.
- H. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor shall avoid all actual conflicts of interest. The Contractor shall immediately notify NCPG of any such instances encountered.
- I. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of NCPG. The Contractor shall not copyright any of the copyrightable material produced in conjunction with the performance required under this contract without written consent from NCPG. NCPG hereby 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.

- J. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- K. DOCUMENTS INCORPORATED BY REFERENCE. All references in this contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Contractor 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.
- L. DRUG-FREE WORKPLACE. Contractor certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Contractor shall provide a copy of its drug-free workplace policy at any time upon request by NCPG.
- M. 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.
- N. FUNDING AVAILABILITY. NCPG may terminate the contract, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, NCPG may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. NCPG shall give the Contractor written notice thirty (30) days prior to the effective date of any termination. The Contractor 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 Contractor be paid for a loss of anticipated profit.
- O. GOVERNING LAW. The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against NCPG or the State of Nebraska regarding this contract shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law. The Contractor shall comply with all Nebraska statutory and regulatory law.

P. HOLD HARMLESS.

1. The Contractor shall defend, indemnify, hold, and save harmless NCPG 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 NCPG and/or the State of Nebraska, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of NCPG and/or the State of Nebraska which directly and proximately contributed to the claims.

2. NCPG's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. NCPG does not assume liability for the action of its Contractors.

3. The above provisions shall survive termination of the contract.

Q. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of NCPG and/or the State of Nebraska. The Contractor 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 workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.

R. INVOICES. Invoices for payments submitted by the Contractor shall contain sufficient detail to support payment. Any terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties.

S. 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.

T. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Contractor acknowledges that Nebraska law requires NCPG to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any 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/currentlf w-4na.pdf>; or <http://www.revenue.ne.gov/tax/currentfill-in/f w-4na.pdf>

U. **NEBRASKA TECHNOLOGY ACCESS STANDARDS.** The Contractor 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 Contractor'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.

V. **NEW EMPLOYEE WORK ELIGIBILITY STATUS.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

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

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

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by NEB.REV.STAT. § 4-108.

W. **PROMPT PAYMENT.** Payment shall be made in compliance with the Nebraska Prompt Payment Act, NEB.REV.STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

Automated Clearing House (ACH) Enrollment Form Requirements for Payment. The vendor shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the vendor can be made. Download ACH Form: <http://www.das.state.ne.us/accounting/nis/addressbookinfo.htm>

- X. PUBLIC COUNSEL. In the event Contractor provides health and human services to individuals on behalf of NCPG under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under NEB.REV.STAT. §§ 81-8,240 through 818,254 with respect to the provision of services under this contract. This provision shall not apply to contracts between NCPG and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act. This provision shall survive termination of the contract.
- Y. RESEARCH. The Contractor shall not engage in research utilizing the information obtained through the performance of this contract without the express written consent of NCPG. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract. This provision shall survive termination of the contract.
- Z. 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.
- AA. SUBCONTRACTORS. The Contractor shall not subcontract any portion of this contract without prior written consent of NCPG. The Contractor shall ensure that all subcontractors comply with all requirements of this contract and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
- BB. 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 NCPG shall not waive any rights of NCPG nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

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

FOR NCPG:

Program Director, Nebraska Commission on Problem Gambling.  
Gamblers Assistance Program  
700 South 16<sup>th</sup> Street  
Lincoln NE 68508

FOR CONTRACTOR

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

FOR NCPG:

FOR CONTRACTOR:

\_\_\_\_\_  
Dated: \_\_\_\_\_  
Nebraska Commission on Problem Gambling

\_\_\_\_\_  
Dated: \_\_\_\_\_

**ATTACHMENT A: SCHEDULE OF RATES FOR FISCAL YEAR 2014-2015**

<b>Assessment</b>	<b>\$ 250 per each</b>
<b>Assessment Addendum</b>	<b>\$ 60 per each</b>
<b>Crisis</b>	<b>\$ 90 per hour</b>
<b>Individual outpatient therapy</b>	<b>\$ 90 per hour</b>
<b>Family outpatient session</b>	<b>\$ 100 per hour</b>
<b>Group outpatient therapy</b>	<b>\$ 90 per hour</b>

*Family and group sessions are paid per hour of contractor's time, no matter how many individuals are in the group or family participating. A session does not qualify as a family or group session unless two or more individuals participate in actual therapy.*

<b>Public education, community outreach, information</b>	<b>\$ 55 per hour</b>
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*This pay item is for actual time spent by the contractor in conducting the activity, and may include assembling and preparing materials for presentation. Mileage to and from an event is paid at the current IRS mileage rate.*

<b>Advertising, promotional and educational materials</b>	<b>Reimbursed at cost</b>
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*In order to be reimbursed, this item must include a prominent message regarding the gambling disorder, such as warning signs, hints about responsible gambling, etc. Website development and maintenance is included. Samples or facsimiles of the materials for which reimbursement is requested must be supplied with the invoice. Examples include script of a radio spot, photo of a billboard, copy of a newspaper ad, sample of handout literature. These materials must also include the Helpline phone number 1-800-522-4700, and a statement that the Helpline is sponsored by the Nebraska Commission on Problem Gambling.*

<b>Administration</b>	<b>10% of the contract amount, one-twelfth monthly</b>
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*This is a flat-rate pay item that is based on the requirement that the contractor must compile and maintain clinical records of services provided under this contract, document intake assessment and discharge information into the Program database, make records available for Program internal audits, and provide therapy services in a suitable environment consistent with professional and ethical standards. Ten percent of the amount of the contract award will be paid in twelve monthly installments, one-twelfth per month. Invoices for administration may be disallowed if the contractor does not demonstrate active clinical practice that justifies the presumption of administrative overhead expense. This allowance does not apply to the following special one-time rate for database input.*

**SPECIAL ONE-TIME RATE FOR THE PERIOD JULY 1-AUGUST 31, 2014**

**Recording data in the GAP Excel database \$25 per client file not to exceed \$ \*\*\*\*\***