

NCPG FY 2017-2018 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) as a Provisional Certified Disordered Gambling Counselor, 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 ***** until *****.
- 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 "EARLY TERMINATION" and "FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS." 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 during the period from *****. (The end date is extended to ***** , only for the purpose of allowing payment during ***** for services provided during *****.)
The contract limit in this contract for therapy services is \$ *****
The contract limit in this contract for prevention education services is \$ ***.**
Terms of payment and reimbursement rates are specified in attachment A.
- B. PAYMENT SCHEDULE. Payment shall be made 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" using invoice forms provided by NCPG. NCPG shall make payment, subject to the following conditions:

a. Contractor shall submit the monthly payment requests using the forms and format as provided in the current edition of the Gamblers Assistance Program Contract Provider Manual.

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 payment 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 payment 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. Contractor is performing these services as a Provisional Certified Disordered Gambling Counselor.

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 be performed in compliance with the terms of the attached schedule of rates and the current version of the contract provider manual.

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 upon 5 days advance notice, 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 shall comply with the standards of the NCPG that apply to provisionally-certified disordered gambling counselors. It is a requirement of this contract that contractor perform therapy under supervision by the assigned supervisor following the terms of the Program Training and Certification Standards. Contractor shall maintain a record of supervised therapy which shall include

- a) Documentation of the date, time and method of supervision,
- b) Actions taken in response to supervision,
- c) Self-evaluations of improvement in therapy proficiency, and
- d) Evaluations of the supervision process including the individual supervisor.

The record of supervision shall be maintained in a form and medium to be devised by the contractor and made available upon request by the Program.

7. 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.

8. 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.

B. NCPG shall do the following:

1. Provide consultation and technical assistance to the Contractor as needed. 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. Provide by contract for the services of the clinical supervisor required in chapter 2.1 of the Program Training and Certification Standards.
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, at a date and time to be determined after the end of the fiscal year in question. 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 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 payment, or request 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. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

The contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

B. PERMITS, REGULATIONS, LAWS

The contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

C. OWNERSHIP OF INFORMATION AND DATA

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the contractor pursuant to this contract, subject to the confidentiality rights of clients receiving problem gambling treatment services.

D. INSURANCE REQUIREMENTS

The contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The contractor shall maintain all required insurance for the life of this contract and shall ensure that the Gamblers Assistance Program has the most current certificate of insurance throughout the life of this contract. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractor's employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE, COMMERCIAL AUTOMOBILE LIABILITY INSURANCE, AND PROFESSIONAL LIABILITY INSURANCE

The contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance, Commercial Automobile Liability Insurance and Professional Liability Insurance as shall protect contractor and any subcontractor performing work covered by this contract from claims for damages for injury or loss which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State as Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles. The Professional Liability Insurance shall be written on a claims-made basis, and shall include the State as an additional insured.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

- c. **COMMERCIAL AUTOMOBILE LIABILITY**
Bodily Injury/Property Damage \$1,000,000 combined single limit
- d. **PROFESSIONAL LIABILITY**
Coverage for acts of professional negligence in the delivery of therapy services \$1,000,000/\$2,000,000
- e. **UMBRELLA/EXCESS LIABILITY**
Over Primary Insurance \$1,000,000 per occurrence
- f. **SUBROGRATION WAIVER**
"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."
- g. **LIABILITY WAIVER**
"The State of Nebraska, Certificate holder, is an additional insured, primary & noncontributory on the General Liability."

4. EVIDENCE OF COVERAGE

The Contractor shall furnish the State a certificate of insurance coverage complying with the above requirements, which shall be submitted to the attention of the following:

Nebraska Gamblers Assistance Program
700 South 16
Lincoln NE 68508

These certificates or the cover sheet shall reference this contract, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to the Gamblers Assistance Program when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

E. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers, or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

F. CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractor's services, the subcontractor's level of effort, tasks, and time allocation must be clearly defined in the subcontract. The contractor shall agree that it will not utilize any subcontractors without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

G. CONTRACTOR PERSONNEL

The contractor warrants that all persons assigned to the performance of this contract shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

H. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

I. ASSIGNMENT BY THE CONTRACTOR

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

J. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

K. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action including attorney's fees and costs, but only as permitted by law, if the State is the prevailing party.

L. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. If directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. A trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors, or shareholders;
 - e. An involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the contractor has consented, either expressly or by

- operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
- f. A voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information; or
 - h. Contractor has or announces it will discontinue providing the service.

M. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

N. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the 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 the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the Gamblers Assistance Program. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

O. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

P. PAYMENT

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State requires the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or

liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

Q. INVOICES

Invoices for payments must be submitted by the contractor to the Gamblers Assistance Program with sufficient detail to support payment, according to the terms of the current Gamblers Assistance Program Contract Provider Manual. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

R. RIGHT TO AUDIT

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State upon 5 days advance notice, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the

Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

S. INDEMNIFICATION

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State 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 the State, arising out of, resulting from, or attributable to the willful misconduct or negligence of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality.

3. PERSONNEL

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

T. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will 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.

U. 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 the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

V. DRUG POLICY

Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

W. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of 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 an 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: <http://das.nebraska.gov/materiel/purchasing/>

The completed United States Attestation Form should be submitted with the Request for Proposal response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US 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.

X. OFFICE OF PUBLIC COUNSEL

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

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 16th Street
Lincoln NE 68508

FOR CONTRACTOR

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 2017-2018

1. THERAPY SERVICES TO BE PAID UP TO THE STATED CONTRACT LIMIT

Assessment	\$ 315 per each
Assessment Addendum	\$ 115 per each
Crisis	\$ 100 per hour
Individual outpatient therapy	\$ 100 per hour
Family outpatient session	\$ 100 per hour
Group outpatient session	\$ 100 per hour

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.

By requesting payment for counseling services under this contract, the contractor agrees to accept the amount specified in this schedule as payment in full for the services rendered. The Nebraska Commission on Problem Gambling does not allow counselors under contract to the Nebraska Gamblers Assistance Program to charge or accept payment from clients of the program for any amount in addition to the rates provided in this contract, when the services are paid for by the Program.

2. ADMINISTRATION

5% of the total contract amount, one-twelfth monthly.

THIS ITEM IS INCLUDED WITHIN THE STATED TOTAL CONTRACT AMOUNT, AND DOES NOT INCREASE THE STATED TOTAL CONTRACT AMOUNT.

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 using the format provided by the Program, make records available for Program internal audits, and provide therapy services in a suitable environment consistent with professional and ethical standards. Five 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.

3. DOCUMENTATION REQUIRED

All invoices asking for payment for **ASSESSMENTS** must be supported by the completed Gamblers Assistance Program "Start Counseling" data form for each individual assessment on the invoice. Claims for payment for assessments that are not supported by this form will not be paid.

All invoices asking for payment for CRISIS services must be supported by the completed Gamblers Assistance Program GAP-3 CRISIS SESSION DETAIL form. Claims for payment for crisis hours that are not supported by this form will not be paid.

4. MILEAGE ALLOWANCE

For necessary travel by the counselor going from Contractor's home office to the client's location and returning to the home office, while in the performance of the obligations of this contract, mileage will be reimbursed at the IRS/GSA rate in effect at the time. Mileage claims must be supported by documentation showing the (1) date of travel, (2) start and destination points, (3) miles claimed, and (4) purpose of the travel. Mileage claims that are not supported by this documentation will not be paid.

5. PREVENTION, EDUCATION AND OUTREACH PAID UP TO THE STATED CONTRACT LIMIT: INVOICES WITHOUT THE REQUIRED SUPPORTING DOCUMENTATION SHOWING COMPLIANCE WITH THE TERMS OF SERVICE WILL NOT BE PAID.

These activities are paid at the rate of \$55 per hour, in increments of one-quarter hour, for actual time spent by the contractor in conducting the activity, and may include preparing and assembling materials for presentation. The invoice must include the GAP-2 form and the supporting documentation described below.

Activities in this category must be performed according to the education and outreach guidelines and prevention levels, both of which are attached to this schedule of rates.

Printing or reproduction of advertising, promotional and educational materials will be reimbursed at cost. All invoices asking reimbursement for these expenses must include an itemized billing from the vendor and a copy of the materials.

All print materials must include the following:

1. A prominent message regarding gambling disorder, such as warning signs or suggestions for responsible gambling.
2. The Gamblers Assistance Program Helpline phone number 1-800-522-4700.
3. The website address of the Gamblers Assistance Program: <https://problemgambling.nebraska.gov>.

Materials may include the provider's contact information and a description of the services that the provider offers. Assistance for gambling problems must always be given prominence.

Reimbursement for the cost of creation and maintenance of the provider's website is included at cost. To be reimbursed, the website must contain

1. prominent information about gambling disorder
2. other information relevant to gambling
3. a listing of the Helpline telephone number
4. and a reference to the fact that the services are paid for by the Nebraska Commission on Problem Gambling including a link to the Gamblers Assistance Program website.

Claims for payment for expenses for a website must be documented by invoices from the supplier, and supported by a screen shot that shows the home page of the website.

Nebraska Gamblers Assistance Program
Education and Outreach Service Definitions: Prevention Levels

Level 1: Information Dissemination

This strategy provides awareness and knowledge of the nature and extent of problem gambling and its effect on individuals, families and communities. It also provides knowledge and awareness of available prevention programs and treatment services. Information dissemination is characterized by one-way communication from the source to the audience, with limited contact between the two.

Level 2: Education

This strategy involves two-way, face-to-face communication and is distinguished from the level 1 strategy by the fact that interaction between the educator/facilitator and the participants is the basis of its activities. Activities under this strategy aim to affect critical life and social skills including decision-making (e.g. responsible gambling), refusal skills, critical analysis (e.g. of media messages), and systematic judgment abilities. This strategy is a variation of the level 1 information strategy, but it is not intended to provide treatment or therapy.

Level 3: Alternatives

This strategy involves developing and encouraging target and at-risk populations to participate in activities that exclude gambling. Activities under this strategy are intended to identify constructive uses of free time and learn skills that will offset the attraction to, or otherwise meet the needs fulfilled by, gambling and other risky behavior.

Level 4: Problem Identification and Referral to Services

This strategy aims at identification of those individuals who have engaged in risky or problem gambling in order to assess whether their behavior can be modified through education, or whether they would be better served by referral to counseling services. A short screening instrument may be used to obtain information but this is not a diagnostic workup or a basis for treatment planning.

Level 5: Community-based Process

This strategy aims to enhance the ability of the community to more effectively provide prevention and treatment services for gambling disorder. Activities in this strategy include organizing, planning, interagency collaboration, coalition building and networking.

Nebraska Gamblers Assistance Program Education and Outreach Utilization Guidelines

The Nebraska Gamblers Assistance Program pays contractors to perform local and regional education and outreach activities. Payment for these activities will be according to the rate schedule in effect at the time under the contract with the vendor, up to the stated allowance in the contract.

To be eligible for payment, the vendor shall submit the Education and Outreach Services Detail form GAP-2 with the required information for each item of service either on the form itself or on supporting documentation, as follows:

1. If the activity is a speech or presentation to a community group, such as a Rotary club, church or school group, or other similar organization, the form shall include the location, time and date of the presentation, duration of the presentation, a brief description of the topic and an estimate of the number of persons attending.
2. If the activity is preparation of promotional or educational materials about problem gambling, gambling disorder or the Gamblers Assistance Program, copies or facsimiles of the materials shall be included with the invoice.
3. If the activity is dissemination of information on the radio, an invoice from the broadcast facility and a script of the radio message shall be included with the invoice.
4. If the activity is promotion of the Gamblers Assistance Program by any form of a visual display, such as a billboard, bus bench ad or roadside sign, a photo of the display shall be supplied with the invoice.
5. If the activity is distribution of literature, pamphlets or brochures in a community or region, the invoice shall include identification of the locations where the materials were distributed, number of persons contacted in the process, description of the materials distributed and date, time and duration of the activity.
6. All materials and presentations for which payment is requested shall include:
 - a) a prominent message explaining that the presentation is sponsored and paid for by the Nebraska Gamblers Assistance Program;
 - b) a listing by name and contact information of all certified problem gambling counselors in Nebraska or a reference to the Gamblers Assistance Program website, <https://problemgambling.nebraska.gov>;
 - c) the Nebraska-sponsored helpline number 1-800-522-4700; and
 - d) a prominent message about problem gambling disorder such as warning signs and risks.

