



**State of Nevada**  
 Department of Health and Human Services  
**Division of Public & Behavioral Health**  
 (hereinafter referred to as the Department)

Agency Ref. #: **SG 25655**  
 Budget Account: 3170  
 Category: 27  
 GL: 8516  
 Job Number: 9395921C

**NOTICE OF SUBAWARD**

<b>Program Name:</b> Division of Public and Behavioral Health Bureau of Behavioral Health Wellness and Prevention Shannon Odermann Bennett/ <a href="mailto:sbennett@health.nv.gov">sbennett@health.nv.gov</a>	<b>Subrecipient's Name:</b> Washoe County Human Services Agency Amy Reynolds / <a href="mailto:areynolds@washoecounty.gov">areynolds@washoecounty.gov</a>
<b>Address:</b> 4150 Technology Way, Suite #300 Carson City, NV 89706-2009	<b>Address:</b> 350 S Center St. Reno, NV 89501
<b>Subaward Period:</b> April 1, 2022 through February 28, 2023	<b>Subrecipient's:</b> EIN: <u>88-6000138</u> Vendor #: <u>T40283400</u> UEI #: <u>GPR1NY74XPQ5</u>

**Purpose of Award:** The purpose of this award is to fund the implementation of the Women's CrossRoads program with the goal of offering pregnant women and their dependents services including home visits to encourage healthy pregnancies, healthy postpartum care and healthy childcare practices.

**Region(s) to be served:**  Statewide  Specific county or counties: Washoe County

<b>Approved Budget Categories:</b>		<b>FEDERAL AWARD COMPUTATION:</b>	
1. Personnel	<b>\$23,519.00</b>	Total Obligated by this Action:	\$ 277,954.00
2. Travel	<b>\$0.00</b>	Cumulative Prior Awards this Budget Period:	\$ 0.00
3. Operating	<b>\$0.00</b>	Total Federal Funds Awarded to Date:	\$ 277,954.00
4. Equipment	<b>\$0.00</b>	Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	\$ 0.00
5. Contractual/Consultant	<b>\$245,000.00</b>	Amount Required this Action:	\$ 0.00
6. Training	<b>\$0.00</b>	Amount Required Prior Awards:	\$ 0.00
7. Other	<b>\$4,583.00</b>	Total Match Amount Required:	\$ 0.00
<b>TOTAL DIRECT COSTS</b>	<b>\$273,102.00</b>	Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
8. Indirect Costs	<b>\$4,852.00</b>	<b>Federal Budget Period:</b>	
	<b>\$277,954.00</b>	March 15, 2021 through March 14, 2023	
		<b>Federal Project Period:</b>	
		March 15, 2021 through March 14, 2023	

**FOR AGENCY USE, ONLY**

<b>Source of Funds:</b> Substance Abuse Block Grant 2 Covid; ARPA	<b>% Funds:</b> 100%	<b>CFDA:</b> 93.959	<b>FAIN:</b> B08TI083493	<b>Federal Grant #:</b> 1B08TI083493-01	<b>Federal Grant Award Date by Federal Agency:</b> 03/11/2021
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**Agency Approved Indirect Rate:** 10% **Subrecipient Approved Indirect Rate:** 10%

**Terms and Conditions:**

In accepting these grant funds, it is understood that:

1. This award is subject to the availability of appropriate funds.
2. Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented
4. Subrecipient must comply with all applicable Federal regulations
5. Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

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<p><b>Incorporated Documents:</b>  Section A: Grant Conditions and Assurances;  Section B: Description of Services, Scope of Work and Deliverables;  Section C: Budget and Financial Reporting Requirements;  Section D: Request for Reimbursement;</p>	Section E: Audit Information Request; Section F: Current/Former State Employee Disclaimer; Section G: DHHS Confidentiality Addendum; and Section H: Program Requirements
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Name	Signature	Date
Amber Howell Executive Director		
Shannon Odermann Bennett Health Bureau Chief, BHWP		
for Lisa Sherych Administrator, DPBH		

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**SECTION A**

**GRANT CONDITIONS AND ASSURANCES**

**General Conditions**

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.
2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.
  - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
  - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

**Grant Assurances**

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.

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5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee’s fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
9. Certification that neither the Recipient 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. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
10. No funding associated with this grant will be used for lobbying.
11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
13. An organization receiving grant funds through the Nevada Department of Health and Human Services shall not use grant funds for any activity related to the following:
  - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
  - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
  - Any attempt to influence:
    - The introduction or formulation of federal, state or local legislation; or
    - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
  - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the

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United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.

- Any attempt to influence:
  - The introduction or formulation of federal, state or local legislation;
  - The enactment or modification of any pending federal, state or local legislation; or
  - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
- Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
- Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

14. An organization receiving grant funds through the Nevada Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
- Not specifically directed at:
  - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
  - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
  - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

**Compliance with this section is acknowledged by signing the subaward cover page of this packet.**

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**SECTION B**

**Description of Services, Scope of Work and Deliverables**

Washoe County Human Services Agency (WCHSA), hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

**Scope of Work for Washoe County Human Services Agency**

**Goal 1: Provide specialty services and deliver evidence-based programming, supports and education to Pregnant Women and Women with Dependent Children (PPW) along with their family units.**

<b><u>Objective</u></b>	<b><u>Activities</u></b>	<b><u>Due Date</u></b>	<b><u>Documentation Needed</u></b>
1. By the end of Year One, upon entry into Women's CrossRoads, a contracted vendor will provide all PPW an assessment (to include screening for Adverse Childhood Experiences) using EBP tools such as LOCUS, CASII and/or ASAM to determine level of care linkage/service/treatment.	<ol style="list-style-type: none"> <li>1. Within first 60 days, WCHSA will establish a contract with a demonstrated qualified and experienced vendor for provision of assessment and service delivery and referral to PPW.</li> <li>2. Within first 60 days, WCHSA will oversee and collaborate with vendor in the recruitment and hiring of a clinician, 2 caseworkers and a human services support specialist.</li> <li>3. Selected vendor will identify and establish formal and informal agreements with additional service providers that will provide full range of individualized services to population.</li> <li>4. WCHSA will work with identified vendor to ensure acceptance of referrals from community partners and identification of those referrals that are considered to be a priority admission.</li> <li>5. All identified participants will receive an assessment to determine diagnosis and specialized services with the input of the participant.</li> </ol>	4/1/2022-ongoing until completion, 2/28/2023	1. Contract requirements will be maintained and reviewed/audited by WCHSA fiscal and project manager no less than annually and monthly reports will be due on the 15th of each month, for the preceding month showing number of women and/or children admitted, assessed and services/referrals identified through case plan. Contract requirements will include policies and procedures that ensure priority referrals are accepted. Case management plans will include services and referrals for each participant, including EBP evaluations and assessments regarding participant success and continued needs. Case management plans will be available for review by WCHSA and/or granting agency upon request.
2. By the end of Year One, based on screening and assessments, all PPW will have a case plan that identifies individualized, participatory, family-unit services and treatment needs specific to the PPW population	<ol style="list-style-type: none"> <li>1. As appropriate to each client, case plans will include the following as appropriate:               <ol style="list-style-type: none"> <li>a) SUD services (utilizing SAPTA certified provider)</li> <li>b) Primary medical care including clinical services and support during pregnancy;</li> <li>c) Medication Assisted Treatment (MAT)</li> <li>d) Post-partum services to include risk assessments and diagnosis</li> <li>e) Trauma informed individual and family counseling</li> <li>f) Wraparound and/or recovery support services such as childcare, vocational, educational, and transportation services; and</li> <li>g) Transportation</li> </ol> </li> </ol>	4/1/2022-ongoing until completion, 2/28/2023	1. Contract requirements will be maintained and reviewed/audited by WCHSA fiscal and project manager no less than annually and monthly reports will be due on the 15th of each month, for the preceding month showing number of women and/or children admitted, assessed and services/referrals identified through case plan. Contract requirements will include policies and procedures that ensure priority referrals are accepted. Case management plans will include services and referrals for each participant, including EBP evaluations and assessments regarding participant success and continued needs. Case management plans will be available for review by WCHSA and/or granting agency upon request.

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**Goal 2: Develop and Provide Home-Based Care and Home Visiting Services and Curriculum for PPW and their Dependent Children**

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. By the end of Year One, all Pregnant Women who are residents of Women's CrossRoads will, in addition to services outlined in case plans, be offered home based care and home visiting services related to pregnancy and postpartum	At least 4 to 6 hours each week or as expectant mother is able, a case manager, clinician and/or subject matter experts will provide in-home education, supports (and referrals if identified) to include: a) Healthy pregnancies Bonding with a newborn; b) play and learning; developmental milestones c) Breast-feeding d) Nutrition for mother and baby e) Recovery during pregnancy f) Safe Sleep g) Immunizations and medical care h) Post-partum mental health i) Importance of pre-natal and postpartum providers.	4/1/2022-ongoing until completion, 2/28/2023	1. Evidence based curriculum will be reviewed prior to final implementation Services offered and received will be documented in case plans/case files and available for review by WCHSA and grantor upon request. Monthly reports will be due on the 15th of each month, for the preceding month showing number of services received
2. By the end of Year One, all family units that include women and their dependent children who are residents of Women's CrossRoads will be offered home visiting services, appropriate to the age of their dependent children.	At least 4 to 6 hours each week or more often as requested and agreed upon with provider, a case manager, clinician and/ or subject matter expert will provide ageappropriate in-home education, supports, activities (and referrals if identified) to include: a) Parenting and Discipline b) Bonding after separation c) How to play with your child (by age) d) Preschool and childcare e) Socialization f) Development milestones g) Medical, dental and nutrition needs including those for children born to former substance using mothers h) Understanding and working with Child Protective Services i) Trauma informed Individual and family counseling, play therapy and groups for mothers and children.	4/1/2022-ongoing until completion, 2/28/2023	1. Case management plans will be available for review by WCHSA and/or granting agency upon request.

**Goal 3: Develop a tailored orientation manual for PPW participating in the CrossRoads program**

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. By the end of Year One, develop, with the assistance of a professional writer and graphic designer, a PPW-specific orientation manual designed to engage and motivate participants entering the program.	1. Identify and collaborate with a qualified professional writer to develop and write content for manual based upon proven strategies and approaches to effectively communicate with the target population.  2. Collaborate with a professional proofreader, graphic designer and printer to create the finished product of a high-quality manual that participants will use throughout their time at CrossRoads.	4/1/2022-ongoing until completion, 2/28/2023	1. The final manual will be available for review by WCHSA and/or granting agency upon request

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

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**SECTION C**

**Budget and Financial Reporting Requirements**

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through the Substance Abuse Prevention and Treatment Block Grant Number 1B08TI083493-01 from the Substance Abuse and Mental Health Services Administration (SAMHSA). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor Substance Abuse and Mental Health Services Administration (SAMHSA).

Any activities performed under this subaward shall acknowledge the funding was provided through the Division by Substance Abuse Prevention and Treatment Block Grant Number 1B08TI083493-01 from the Substance Abuse and Mental Health Services Administration (SAMHSA).

Subrecipient agrees to adhere to the following budget:

**Applicant Name: SG 25655 Washoe County Human Services Agency - CrossRoads Women's Program**

Total Personnel Costs		including fringe		Total:		\$23,519
-						
-					<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>		
<u>Frankie Lemus</u> <u>Behavioral Health Program Coordinator</u> <u>#70010453</u>	\$113,343.12	66.000%	25.000%	6	50.00%	\$23,519
Year 1: Behavioral Health Program Coordinator will serve as the subject matter expert to develop content of the PPW-specific participant and facilitator manuals for the Women and Children's CrossRoads Sober Living Program						
-						
<b>Total Fringe Cost</b>		<b>\$9,351</b>			<b>Total Salary Cost:</b>	<b>\$14,168</b>
<b>Total Budgeted FTE</b>		0.25000				
<b>Contractual</b>						<b>\$245,000</b>
Name of Contractor, Subrecipient: TBD				<b>Total</b>	<b>\$245,000</b>	
Method of Selection: Competitive bid						
Period of Performance: April 2022-September 2022						
<u>Scope of Work:</u> Provide expanded and enhanced services for the Women's CrossRoads program. Includes: recruitment and hiring of a clinician, two caseworkers and a human services support specialist; establishment of formal and informal agreements with additional services providers to provide a full range of individualized services; provide identified participants with assessments; create a case plan for each client and provide the necessary services per said case plan; and establish a home-based care and home visiting services program/curriculum.						
* Sole Source Justification: N/A						
<b>Budget</b>						
Women's CrossRoads Expansion Program Vendor	\$35,000/month x 7 months	-	\$245,000.00	-	-	-
Travel	-	-	\$0.00	-	-	-
Total Budget	-	-	\$245,000.00	-	-	-
<u>Method of Accountability:</u> Define - Programmatically, the vendor will be monitored by the Program Manager to ensure program goals are being met. Fiscally, the Grants Team will ensure allowability of expenses and adherence to all applicable rules and regulations.						
-						
<b>Other</b>						<b>\$4,583</b>
Printing Services: \$416.66 amount/mo. x 11 months=\$4,583.26	\$4,583					



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<b>TOTAL DIRECT CHARGES</b>						<b>\$273,102</b>
<b>Indirect Charges</b>			<b>Indirect Rate:</b>	<b>10.000%</b>		<b>\$4,852</b>
<b>Indirect Methodology:</b> : Per Washoe County policy, indirect is calculated at 10% of personnel cost and the \$25,000 allowable under contract. $\$23,519 + \$25,000 = \$48,519$ $\$48,519 \times 10\% = \$4,851.90$						
<b>TOTAL BUDGET</b>				<b>Total:</b>		<b>\$ 277,954</b>

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**Applicant Name: SG 25655 Washoe County Human Services Agency - CrossRoads  
Women's Program**

**Form 2**

**PROPOSED BUDGET SUMMARY**

(Form Revised May 2019)

**A. PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS**

<b>FUNDING SOURCES</b>	<b>SABG</b>	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
<b>ENTER TOTAL REQUEST</b>	\$277,954								\$277,954

**EXPENSE CATEGORY**

Personnel	\$23,519								\$23,519
Travel	\$0								\$0
Operating	\$0								\$0
Equipment	\$0								\$0
Contractual/Consultant	\$245,000								\$245,000
Training	\$0								\$0
Other Expenses	\$4,583								\$4,583
Indirect	\$4,852								\$4,852

<b>TOTAL EXPENSE</b>	\$277,954	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$277,954
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<b>These boxes should equal 0</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Indirect Cost	\$4,852
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Total Agency Budget	\$277,954
Percent of Subrecipient Budget	100%

**B. Explain any items noted as pending:**

**C. Program Income Calculation:**

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- Department of Health and Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

**The Subrecipient agrees:**

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Total reimbursement through this subaward will not exceed **\$277,954.00**;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Indicate what additional supporting documentation is needed in order to request reimbursement; and
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

**The Department agrees:**

- Identify specific items the program or Bureau must provide or accomplish to ensure successful completion of this project, such as:
  - Providing technical assistance, upon request from the Subrecipient;
  - Providing prior approval of reports or documents to be developed;
  - Forwarding a report to another party, i.e. SAMHSA
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

**Both parties agree:**

- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for

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any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

**Financial Reporting Requirements**

- A Request for Reimbursement is due on a monthly basis, based on the terms of the subaward agreement, no later than the 15<sup>th</sup> of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

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Agency Ref. #: **SG 25655**  
 Budget Account: 3170  
 GL: 7060  
 Draw #: \_\_\_\_\_

**SECTION D  
Request for Reimbursement**

<b>Program Name:</b> Division of Public and Behavioral Health Bureau of Behavioral Health Wellness and Prevention Abigail Hatefi / <a href="mailto:ahatefi@health.nv.gov">ahatefi@health.nv.gov</a>	<b>Subrecipient Name:</b> Washoe County Human Services Agency Amy Reynolds / <a href="mailto:areynolds@washoecounty.gov">areynolds@washoecounty.gov</a>
<b>Address:</b> 4150 Technology Way, Suite #300 Carson City, NV 89706-2009	<b>Address:</b> 350 S Center St. Reno, NV 89501
<b>Subaward Period:</b> April 1, 2022 through February 28, 2023	<b>Subrecipient's:</b> EIN: 88-600138 Vendor #: T40283400

**FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT**

(must be accompanied by expenditure report/back-up)

Month(s) Calendar year

Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$23,519.00	\$0.00	\$0.00	\$0.00	\$23,519.00	0.0%
2. Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
3. Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$245,000.00	\$0.00	\$0.00	\$0.00	\$245,000.00	0.0%
6. Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Other	\$4,583.00	\$0.00	\$0.00	\$0.00	\$4,583.00	0.0%
8. Indirect	\$4,852.00	\$0.00	\$0.00	\$0.00	\$4,852.00	0.0%

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
<i>INSERT MONTH/QUARTER</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-

I, a duty authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**FOR DEPARTMENT USE ONLY**

Is program contact required?  Yes  No      Contact Person: \_\_\_\_\_

Reason for contact: \_\_\_\_\_

Fiscal review/approval date: \_\_\_\_\_

Scope of Work review/approval date: \_\_\_\_\_

ASO or Bureau Chief (as required): \_\_\_\_\_

Date

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**SECTION E**

**Audit Information Request**

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year?  YES  NO
3. When does your organization's fiscal year end? \_\_\_\_\_
4. What is the official name of your organization? \_\_\_\_\_
5. How often is your organization audited? \_\_\_\_\_
6. When was your last audit performed? \_\_\_\_\_
7. What time-period did your last audit cover? \_\_\_\_\_
8. Which accounting firm conducted your last audit? \_\_\_\_\_

**Compliance with this section is acknowledged by signing the subaward cover page of this packet.**

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**SECTION F**

**Current or Former State Employee Disclaimer**

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

***The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.***

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

- YES  If "YES", list the names of any current or former employees of the State and the services that each person will perform.
- NO  Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name	Services
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.**

**Compliance with this section is acknowledged by signing the subaward cover page of this packet.**

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SECTION G

**Confidentiality Addendum**

BETWEEN

**Nevada Department of Health and Human Services**

Hereinafter referred to as "Department"

and

**Washoe County Human Service Agency**

Hereinafter referred to as "Subrecipient"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Department and Subrecipient.

WHEREAS, Subrecipient may have access, view or be provided information, in conjunction with goods or services provided by Subrecipient to Department that is confidential and must be treated and protected as such.

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Subrecipient** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Department or created by Subrecipient from that confidential information is destroyed or returned, if feasible, to Department pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Subrecipient hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Department for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT

Subrecipient shall be permitted to use and/or disclose information accessed, viewed or provided from Department for the purpose(s) required in fulfilling its responsibilities under the primary agreement.

V. USE OR DISCLOSURE OF INFORMATION

Subrecipient may use information as stipulated in the primary agreement if necessary for the proper management and administration of Subrecipient; to carry out legal responsibilities of Subrecipient; and to provide data



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aggregation services relating to the health care operations of Department. Subrecipient may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the agreement to which this Addendum is made a part; or
3. The Subrecipient has obtained written approval from the Department.

**VI. OBLIGATIONS OF SUBRECIPIENT**

1. **Agents and Subcontractors.** Subrecipient shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Subrecipient and are contained in Agreement.
2. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Subrecipient will immediately report in writing to Department any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Subrecipient maintains will not be used or disclosed.

**IN WITNESS WHEREOF**, Subrecipient and the Department have agreed to the terms of the above written Addendum as of the effective date of the agreement to which this Addendum is made a part.

**Compliance with this section is acknowledged by signing the subaward cover page of this packet.**

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SECTION H**

**PROGRAM REQUIREMENTS**

In addition to the Division of Public and Behavioral Health Subaward Grant Assurances, the subrecipient and all organizations or individuals to whom the sub-grantee passes through funding must be in compliance with all applicable rules, federal and state laws, regulations, requirements, guidelines, and policies and procedures. The terms and conditions of this State subaward flow down to the subrecipient's pass through entities unless a particular section specifically indicates otherwise.

**GENERAL REQUIREMENTS**

Applicability: This section is applicable to all subrecipients who receive finding from the Division of Public and Behavioral Health through the Bureau of Behavioral Health Wellness and Prevention (BBHWP). The subrecipient agrees to abide by and remain in compliance with the following:

1. 2 CFR 200 -Uniform Requirements, Cost Principles and Audit Requirements for Federal Awards
2. 45 CFR 96 - Block Grants as it applies to the subrecipient and per Division policy.
3. 42 CFR 54 and 42 CFR 54A Charitable Choice Regulations Applicable to States Receiving Substance Abuse Prevention & Treatment Block Grants and/or Projects for Assistance in Transition from Homelessness Grants
4. NRS 218G - Legislative Audits
5. NRS 458 - Abuse of Alcohol & Drugs
6. NRS 616 A through D Industrial Insurance
7. GAAP – [Generally Accepted Accounting Principles] and/or GAGAS [Generally Accepted Government Auditing Standards]
8. GSA – [General Services Administration] guidelines for travel
9. The Division of Public and Behavioral Health, BBHWP policies and guidelines.
10. State Licensure and certification
  - a. The subrecipient is required to be in compliance with all State licensure and/or certification requirements.
  - b. The subrecipient's certification must be current and fees paid prior to release of certificate in order to receive funding from the Division. Subawards cannot be issued unless certifications are current.
11. The Subgrantee shall carry and maintain commercial general liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, Subgrantee shall maintain coverage for its employees in accordance with NRS Chapter 616A. The parties acknowledge that Subgrantee has adopted a self-insurance program with liability coverage up to \$2,000,000 and has excess liability coverage up to \$20,000,000 for bodily injury (automobile and general liability), property damage (automobile and general liability), professional liability, and personal injury liability. The parties further acknowledge that Subgrantee is self-insured for workers' compensation liability. Subgrantee warrants that its participation in the plan is in full force and effect and that there have been no material modifications thereof. If, at any time, Subgrantee is no longer a participant in the self-insurance program, then Subgrantee shall immediately become a participant in a comparable self-insurance program or immediately obtain a policy of commercial insurance. The parties acknowledge that any Subgrantee liability is limited by NRS 41.0305 through NRS 41.035.
12. The subrecipient shall provide proof of workers' compensation insurance as required by Chapters 616A through 616D inclusive Nevada Revised Statutes at the time of their certification.

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13. The subrecipient agrees to be a “tobacco, alcohol, and other drug free” environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
14. The subrecipient will report within 24 hours the occurrence of an incident, following Division policy, which may cause imminent danger to the health or safety of the clients, participants, staff of the program, or a visitor to the program, per NAC 458.153 3(e).
15. The subrecipient shall maintain a Central Repository for Nevada Records of Criminal History and FBI background checks every 3 to 5 years were conducted on all staff, volunteers, and consultants occupying clinical and supportive roles, if the subrecipient serves minors with funds awarded through this subaward.
16. Application to 2-1-1
  - o As of October 1, 2017, the Sub-grantee will be required to submit an application to register with the Nevada 2-1-1 system.
17. The subrecipient agrees to cooperate fully with all BBHWP sponsored studies including, but not limited to, utilization management reviews, program compliance monitoring, reporting requirements, complaint investigations, and evaluation studies.
18. The subrecipient must be enrolled in System Award Management (SAM) as required by the Federal Funding Accountability and Transparency Act.
19. The subrecipient acknowledges that to better address the needs of Nevada, funds identified in this subaward may be reallocated if ANY terms of the sub-grant are not met, including failure to meet the scope of work. The BBHWP may reallocate funds to other programs to ensure that gaps in service are addressed.
20. The subrecipient acknowledges that if the scope of work is NOT being met, the subrecipient will be provided an opportunity to develop an action plan on how the scope of work will be met and technical assistance will be provided by BBHWP staff or specified subcontractor. The subrecipient will have 60 days to improve the scope of work and carry out the approved action plan. If performance has not improved, BBHWP will provide written notice identifying the reduction of funds and the necessary steps.
21. The subrecipient will NOT expend BBHWP funds, including Federal Substance Abuse Prevention and Treatment and Community Mental Health Services Block Grant Funds for any of the following purposes:
  - a. To purchase or improve land: purchase, construct, or permanently improve, other than minor remodeling, any building or other facility; or purchase major medical equipment.
  - b. To purchase equipment over \$1,000 without approval from the Division.
  - c. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds.
  - d. To provide in-patient hospital services.
  - e. To make payments to intended recipients of health services.
  - f. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstrated needle exchange program would be effective in reducing drug abuse and there is no substantial risk that the public will become infected with the etiologic agent for AIDS.
  - g. To provide treatment services in penal or correctional institutions of the State.
22. Failure to meet any condition listed within the subaward award may result in withholding reimbursement payments, disqualification of future funding, and/or termination of current funding.

**Audit Requirements**

The following program Audit Requirements are for non-federal entities who do not meet the single audit requirement of 2 CFR Part 200, Subpart F-Audit requirements:

23. Subrecipients of the program who expend less than \$750,000 during the non-federal entity's fiscal year in federal and state awards are required to report all organizational fiscal activities annually in the form of a Year-End Financial

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Report.

24. Subrecipients of the program who expend \$750,000 or more during the fiscal year in federal and state awards are required to have a Limited Scope Audit (Agreed Upon Procedures Audit) conducted for that year. The Limited Scope Audit (Agree Upon Procedures Audit) must be for the same organizational unit and fiscal year that meets the requirements of the Division Audit policy.

**Year-End Financial Report**

25. The non-federal entity must prepare financial statements that reflect its financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year.
26. The non-federal entity financial statements may also include departments, agencies, and other organizational units.
27. Year-End Financial Report must be signed by the CEO or Chairman of the Board.
28. The Year-End Financial Report must identify all organizational revenues and expenditures by funding source and show any balance forward onto the new fiscal year as applicable.
29. The Year-End Financial Report must include a schedule of expenditures of federal and State awards. At a minimum, the schedule must:
- a. List individual federal and State programs by agency and provide the applicable federal agency name.
  - b. Include the name of the pass-through entity (State Program).
  - c. Must identify the CFDA number as applicable to the federal awards or other identifying number when the CFDA information is not available.
  - d. Include the total amount provided to the non-federal entity from each federal and State program.
30. The Year-End Financial Report must be submitted to the Division 90 days after fiscal year end at the following address.

Nevada State Division of Public and Behavioral Health  
Bureau of Behavioral Health Wellness and Prevention  
Attn: Contract Unit  
4150 Technology Way, Third Floor Carson City,  
NV 89706

**Limited Scope Audits (Agreed Upon Procedures Audit)**

31. The auditor must:
- a. Perform an audit of the financial statement(s) for the federal program in accordance with GAGAS;
  - b. Obtain an understanding of internal controls and perform tests of internal controls over the federal program consistent with the requirements for a federal program;
  - c. Perform procedures to determine whether the auditee has complied with federal and State statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on the federal program consistent with the requirements of federal program;
  - d. Follow up on prior audit findings, perform procedures to assess the reasonableness of the summary schedule of prior audit findings prepared by the auditee in accordance with the requirements of 2 CFR Part 200, §200.511 Audit findings follow-up, and report, as a current year audit finding, when the auditor concludes that the summary schedule of prior audit findings materially misrepresents the status of any prior audit finding;
  - e. And, report any audit findings consistent with the requirements of 2 CFR Part 200, §200.516 Audit findings.
32. The auditor's report(s) may be in the form of either combined or separate reports and may be organized

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differently from the manner presented in this section.

33. The auditor's report(s) must state that the audit was conducted in accordance with this part and include the following:
- a. An opinion as to whether the financial statement(s) of the federal program is presented fairly in all material respects in accordance with the stated accounting policies;
  - b. A report on internal control related to the federal program, which must describe the scope of testing of internal control and the results of the tests;
  - c. A report on compliance which includes an opinion as to whether the auditee complied with laws, regulations, and the terms and conditions of the awards which could have a direct and material effect on the program; and
  - d. A schedule of findings and questioned costs for the federal program that includes a summary of the auditor's results relative to the federal program in a format consistent with 2 CFR Part 200, §200.515 Audit reporting, paragraph (d)(1), and findings and questioned costs consistent with the requirements of 2 CFR Part 200, §200.515 Audit reporting, paragraph (d)(3).
34. The Limited Scope Audit (Agree Upon Procedures Audit) Report must be submitted to the Division within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. The Audit Report must be sent to:

Nevada State Division of Public and Behavioral Health  
Bureau of Behavioral Health Wellness and Prevention  
Attn: Management Oversight Team  
4126 Technology Way, Second Floor Carson City,  
NV 89706

**Amendments**

35. The Division of Public and Behavioral Health policy is to allow no more than 10% flexibility within the approved Scope of Work budget line items. Notification of such modifications must be communicated in writing to the BBHWP through the assigned analyst prior to submitting any request for reimbursement for the period in which the modification affects. Notification may be made via email.
36. For any budgetary changes that are in excess of 10 percent of the total award, an official amendment is required. Requests for such amendments must be made to BBHWP in writing.
37. Any expenses that are incurred in relation to a budgetary amendment without prior approval are unallowable.
38. Any significant changes to the scope of work over the course of the budget period will require an amendment. The assigned program analyst can provide guidance and approve all scope of work amendments.
39. The subrecipient acknowledges that requests to revise the approved subaward must be made in writing using the appropriate forms and provide sufficient narrative detail to determine justification.
40. Final changes to the approved subaward that will result in an amendment must be received 60 days prior to the end of the subaward period (no later than April 30 for State funded grants and July 31 for federal funded grants). Amendment requests received after the 60-day deadline will be denied.

**Remedies for Noncompliance**

41. The Division reserves the right to hold reimbursement under this subaward until any delinquent requests, forms, reports, and expenditure documentation are submitted to and approved by the Division.

**SUBSTANCE USE TREATMENT SERVICES**

Applicability

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This section applies to all sub-grants that support direct services to persons being treated for substance use.

1. The subrecipient, as applicable, if identifying as Faith-Based Organizations must comply with 42 USC § 300x-65 and 42 CFR part 54 (42 CFR §§ 54.8(c) (4) and 54.8(b)), Charitable Choice provisions and regulations.
  - a. The subrecipient must post a notice to advise all clients and potential clients that if the client objects to the religious character of the Sub-grantee's organization as applicable.
  - b. The client has the right to be referred to another Division-funded provider that is not faith-based or that has a different religious orientation.
2. Priority Groups – The subrecipient agrees to prioritize and expedite access to appropriate treatment, except for Civil Protective Custody Services, for priority populations in the following order:
  - a. Pregnant injecting drug users;
  - b. Pregnant substance abusers;
  - c. Injection drug users;
  - d. Substance using females with dependent children and their families, including females who are attempting to regain custody of their children; and
  - e. All others.
3. The subrecipient agrees to report within 24 hours to the Bureau of Behavioral Health Wellness and Prevention when any level of service reaches 90 percent capacity or greater in accord with the Division's Wait List and Capacity Management policy.
4. A subrecipient who provides residential services agrees to report bed capacity in the HavBed system or a successor system for residential services daily in accord with the Division's Wait List and Capacity Management policy.
5. Programs will make continuing education in alcohol and other drug treatment available to all employees who provide services.
6. The subrecipient must post a notice, where clients, visitors, and persons requesting services may easily view it, that no persons may be denied services due to inability to pay. This notice may stipulate that the organization is authorized to deny services to those who are able to pay but refuse to do so.
7. The subrecipient is required to implement the National Institute of Drug Abuse (NIDA) 13 principles of treatment.
8. The subrecipient is required to participate, if selected to be reviewed by the Nevada Alliance for Addictive Disorders, Advocacy, Prevention and Treatment Services (AADAPTS) annual peerreview process.

**Capacity of Treatment for Intravenous Substance Abusers**

9. A subrecipient must admit an individual who requests and needs treatment for intravenous drug use to a treatment program. If unable to provide services, the subrecipient must contact the BBHWP according to the Division's Capacity Management and Wait List policy.
10. The subrecipient who treats persons who inject drugs agrees to carry out activities to encourage individuals in need of treatment for injection drug use to undergo such treatment. The subrecipient must use outreach models that are scientifically sound or an alternate outreach method that is reasonably expected to be effective and has been approved by the BBHWP. All outreach activities will be reported to the Division quarterly. The model shall require that outreach efforts include the following at a minimum:
  - a. Selecting, training and supervising outreach workers;
  - b. Contacting, communicating and following-up with high risk substance abusers, their associates, and

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neighborhood residents, within the constraints of Federal and State confidentiality requirements, including 42 CFR part 2;

- c. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV;
- d. Recommend steps that can be taken to ensure that HIV transmission does not occur; and
- e. Encouraging entry into treatment.

**Treatment services for pregnant women (45 CFR § 96.131)**

11. All subrecipient who treat women agree to provide immediate comprehensive treatment services to pregnant women, or if the sub-grantee is unable to do so, the sub-grantee must immediately contact the Bureau of Behavioral Health Wellness and Prevention in accord to the Divisions Capacity Management and Wait List policy.
12. Subrecipients who do not treat women and who receive a request for treatment services from a pregnant woman must provide a referral to an appropriate treatment provider within 48 hours of the request for services and must immediately notify the Bureau of Behavioral Health Wellness and Prevention of the need for such services.
13. Subrecipients who provide services to women agree to publicize the availability of services to women in priority populations and the admission priority granted to pregnant women. The publication of services for women in priority populations may be achieved by means of street outreach programs, ongoing public service announcements, regular advertisements, posters placed in target areas, and frequent notification of availability of such treatment services distributed to the network of community-based organizations, health care providers, and social services agencies.

**Records**

14. All subrecipients will have in effect a system to protect from inappropriate disclosure of client records, compliant with all applicable State and federal laws and regulations, including 42 CFR, Part 2.
15. The system to protect confidentiality shall include, but not be limited to, the following provisions:
  - a. Employee education about the confidentiality requirements, to be provided annually;
  - b. Informing employees of the fact that disciplinary action may occur upon inappropriate disclosure.

**Reporting**

16. The subrecipient is required to submit monthly Treatment Episode Data Set (TEDS) admissions files and TEDS discharges files in accordance with current block grant requirements. The subrecipient is also required to submit any other reporting as defined and requested by the BBHWP.
17. The subrecipient agrees to participate in reporting all required data and information through the authorized BBHWP data reporting system and to the evaluation team as required; or, if applicable, another qualified Electronic Health Record (EHR) reporting system.

**Fee for Service requirements**

18. Subrecipients that have been awarded a fee for service subaward must comply with the Division's Utilization Management policy and the following billing and eligibility rules for claims processing.
  - a. The service must be delivered at a Division certified facility.
  - b. The certifications must cover the service levels under which the qualified service was delivered.
  - c. The service must be provided by an appropriately licensed/certified staff member.
  - d. The service delivered must be a Division qualified service which is **NOT** reimbursable by Medicaid or other third-party insurance carrier.
  - e. The rate of reimbursement will be based on the Division approved rates (available upon request).
  - f. The subrecipient agrees to accept the Division reimbursement rate as full payment for any program eligible services provided.
  - g. The subrecipient is responsible for ensuring that all third-party liabilities are billed and collected from the third-

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- party payers and are **NOT** billed to the Division.
- h. Division funds will **NOT** be used to fund the services for self-pay clients or clients who elect not to use their insurance coverages. This includes clients that elect not sign up for insurance under the ACA [Affordable Care Act] or clients that have existing insurance and choose not to use their insurance for treatment services. In certain circumstances and upon written request to the Division, some services may be covered if an undue barrier to treatment exists.
  - i. Division funds will **NOT** be used to reimburse Medicare claims.
  - j. Division funds will **NOT** be used to reimburse claims for which the client is pending eligible for insurance coverage.
  - k. Division funds will **NOT** be used to reimburse for claims denied by Medicaid or other insurance carriers unless the claim was denied as “not a covered benefit”.
    - a. Claims denied as “not a covered benefit” and billed to the Division must have the accompanying denial attached in order to guarantee payment.
  - l. Division funds will **NOT** be used to cover any unpaid costs that Medicaid and/or other insurance carriers may not reimburse (i.e., copayments, deductibles).
  - m. The subrecipient agrees to use Division funds as the “payer of last resort” for all services provided to clients. If an undue barrier to treatment exists, a written request to the Division may be submitted for review and some services may be covered upon written permission from the Division.
19. The subrecipient must establish policies, procedures, and the systems for eligibility determination, billing, and collection to:
- a. Ensure that all eligible clients are insured and/or enrolled in Medicaid in accord with the ACA;
  - b. Collect reimbursement for the costs of providing such services to persons who are entitled to insurance benefits under the Social Security Act, including programs under Title XVIII and Title XIX, any State compensation program, any other public assistance program for medical assistance, any grant program, any private health insurance, or any other benefit program; and secure from client’s payment for services in accordance with their ability to pay; and
  - c. Prohibits billing the Division for a service that is covered by Medicaid or any other insurance carrier. In certain circumstances and upon written request to the Division, some services may be covered if an undue barrier to treatment exists.

**Billing the Division**

**Fee-for-service only:**

- 20. The subrecipient agrees to submit a monthly billing invoice, along with back-up documentation via the Secure File Transfer Protocol (SFTP) site to the Division; the Sub-grantee agrees to notify the treatment analyst once the invoice has been posted to the SFTP site.
- 21. Upon official written notification from the BBHWP, prior authorizations will be required for all residential and transitional housing services being billed to the Division.
- 22. The subrecipient agrees to include an explanation of benefits for all charges requested for services that have been denied by Medicaid or any other third-party payer due to non-coverage of that benefit.
- 23. The subrecipient understands that charges greater than 90 days from the date of service will be considered stale dated and may not be paid.
- 24. The subrecipient understands that quarterly Medicaid audits will be conducted by Division and recouping of funds may occur.
- 25. The subrecipient understands that they are required to produce an invoice that breaks out the total number of services provided by level of care and CPT or HCPCS code. The invoice must, at a minimum meet the following conditions.
  - a. The invoice must contain, company information (Name, address, City, State and Zip), Date, unique Invoice #, vendor #, PA or HD#.
  - b. The invoice must contain contact name, phone number, e-mail and identify the invoice period.
  - c. The invoice must contain: Billed To: The Division of Public and Behavioral Health, Bureau of



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Behavioral Health Wellness and Prevention, 4126 Technology Way, Suite 200, Carson City, NV 89706.

- d. The invoice must show the total number of services by CPT or HCPS code, the rate being charged, the total amount charged to that CPT or HCPS code line and summarize the totals by level of care.
- e. The invoice must also show the total number of services provided, the total number of unique clients served for the invoice and the total amount charged to the invoice.
- f. The invoice must be signed and dated by the organizations fiscal officer and include the following certification, "By submitting this invoice, we certify that all billing is correct, and no Medicaid or other insurance eligible services have been charged to this invoice."

**PREVENTION SERVICES**

Applicability

This section is only applicable to primary prevention coalitions and programs.

1. The subrecipient will implement the Center for Substance Abuse Prevention's (CSAP) Strategic Prevention Framework Planning Process.
2. If the subrecipient is a certified prevention coalition, it will solicit representatives from local substance abuse prevention programs and treatment providers to become coalition members and assist with efforts to implement the CSAP's Strategic Prevention Framework Planning Process.
3. The subrecipient representatives are required to attend prevention training listed below as applicable to provide prevention services:
  - a. All fulltime staff must annually complete a minimum of twenty (20) hours of prevention training.
  - b. All part-time staff must annually complete a minimum for ten (10) hours of prevention training.
  - c. Participate in the implementation of evidence-based prevention programs, strategies, policies, and practices, and use the Prevention Program Operating and Access Standards as the basis for program, workforce, and agency development.
4. The subrecipient must use funding on the primary prevention priorities per funding source;

**Substance Abuse Block Grant (SABG)**

A. This funding source represents the 20% set-aside from SABG which is required by statute (45 CFR 96.125) to be used exclusively for primary prevention. By law, it may only be directed at individuals not identified to need substance use treatment and must be used to fund evidence-based strategies that have a positive impact on the prevention of substance use. Activities that cross over into the 'intervention' realm are not allowed in this funding. While many evidence-based preventions strategies for substance abuse also have a positive impact on other health and social outcomes, the primary purpose and focus of activities must be on substance misuse prevention.

B. The SABG statute (45 CFR 96.125) requires a comprehensive primary prevention program that includes activities and services provided in a variety of settings. The program must target both the general population and sub-groups that are at high risk for substance misuse. The program must include some or all the following six strategies: Community-based process, Environmental, Information dissemination, Education, Alternatives, and Problem identification and referral.

C. The state is required to ensure that all strategies and IOM Classifications are implemented in Nevada. This may have an impact during the selection process.

**REQUESTS FOR REIMBURSEMENTS (All non-fee-for-service subawards):**

1. A Request for Reimbursement is due, at a minimum, on a monthly basis, based on the terms of the sub-grant agreement, no later than the 15th of the month. If there has been no fiscal activity in a given month, **a Request for Reimbursement claiming zero dollars is required to be submitted for the month.**
2. Reimbursement is based on actual expenditures incurred during the period being reported. All request for reimbursements must be to the exact penny and not rounded up to the nearest dollar.

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3. Requests for advance of payment will not be considered or allowed by the Division.
4. Reimbursement must be submitted with all Division required supporting back up documentation. The Division has the authority to ask for additional supporting documentation at any time and the information must be provided to Division staff within 10 business days of the request.
5. Payment will not be processed without all programmatic reporting being current.
6. Reimbursement may only be claimed for allowable expenditures approved within the sub-grant award.
7. The subrecipient is required to submit a complete financial accounting of all expenditures to the Division within 30 days of the **CLOSE OF THE SUBAWARD PERIOD**. All remaining balances of a federally funded sub-grant revert back to the Division 30 days after the close of the subaward period.
8. The Request for Reimbursement to close the State Fiscal Year (SFY) is due at a minimum of 25 days after the close of the SFY which occurs on June 30. All remaining balances of the State funded subawards revert back to the State after the close of the SFY.
9. The subrecipient must retain copies of approved travel requests and claims, consultant invoices, payroll register indicating title, receipts for goods purchased, and any other relevant source documentation in support of reimbursement requests for a period of three years from the date of submission of the State's final financial expenditure report submitted to the governing federal agency.

**The subrecipient agrees that any failure to meet any of the conditions listed within the above Program Requirements may result in the withholding of reimbursement for payment, termination of current contract and/or the disqualification of future funding.**

**Compliance with this section is acknowledged by signing the subaward cover page of this packet.**