



**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

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

HD #: 16123
Budget
Account: 3170
Category: 50
GL: 8516
Job Number: MEDMARRG

NOTICE OF SUBGRANT AWARD

| | | | |
|---|----------------------|---|-------------------------|
| Program Name: Behavioral Health Wellness and Prevention (BHWP) Division of Public and Behavioral Health | | Subgrantee Name: Washoe County Social Services Amber Howell, Director | |
| Address: 4126 Technology Way, Suite 200 Carson City, NV 89706-2009 | | Address: P.O. Box 11130 Reno, NV 89502 - 0027 | |
| Subgrant Period: July 1, 2017 through June 30, 2019 | | Subgrantee's: EIN: <u>88-6000138</u> Vendor #: <u>T40283400A</u> Dun & Bradstreet: <u>12-859-9425</u> | |
| Purpose of Award: To provide substance abuse treatment services to clients referred by the county social services. | | | |
| Region(s) to be served: <input type="checkbox"/> Statewide <input checked="" type="checkbox"/> Specific county or counties: Washoe County | | | |
| Approved Budget Categories: | | Disbursement of funds will be as follows: | |
| 1. Personnel | \$ <u>0.00</u> | Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures specific to this subgrant. This subgrant is not to exceed \$161,267.00 for the subgrant period from July 1, 2017 through June 30, 2019. Total reimbursement will not exceed \$91,267.00 during the subgrant period from July 1, 2017 through June 30, 2018. Total reimbursement will not exceed \$70,000.00 from July 1, 2018 through June 30, 2019. Any unspent funding from year 1 reverts back to the state and cannot be carried over into year 2, no exceptions. | |
| 2. Travel | \$ <u>0.00</u> | | |
| 3. Operating | \$ <u>0.00</u> | | |
| 4. Equipment | \$ <u>0.00</u> | | |
| 5. Contractual/Consultant | \$ <u>161,267.00</u> | | |
| 6. Training | \$ <u>0.00</u> | | |
| 7. Other | \$ <u>0.00</u> | | |
| Total Cost: | \$ <u>161,267.00</u> | | |
| Source of Funds: | | % Funds: | CFDA: |
| 1. State Medical Marijuana Fund | | 100% | N/A |
| | | FAIN: | Federal Grant #: |
| | | N/A | N/A |
| Terms and Conditions: In accepting these grant funds, it is understood that: 1. Expenditures must comply with appropriate state and/or federal regulations; 2. This award is subject to the availability of appropriate funds; and 3. The recipient of these funds agrees to stipulations listed in the incorporated documents. | | | |
| Incorporated Documents: Section A: Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements; Section D: Request for Reimbursement; Section E: Audit Information Request; and Section F: DPBH Business Associate Addendum Section G: BHWP Program Requirements | | | |
| Amber Howell, Director | | Signature | Date 1/10/18 |
| Kyle Devine Bureau Chief | | | 1/11/18 |
| for Amy Roukie, MBA Administrator, Division of Public & Behavioral Health | | | 1/16/18 |

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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SECTION A

Assurances

As a condition of receiving sub granted funds from the Nevada State Division of Public and Behavioral Health, the Subgrantee agrees to the following conditions:

1. Grant funds may not be used for other than the awarded purpose. In the event Subgrantee expenditures do not comply with this condition, that portion not in compliance must be refunded to the Division.
2. To submit reimbursement requests only for expenditures approved in the spending plan. Any additional expenditure beyond what is allowable based on approved categorical budget amounts, without prior written approval by the Division, may result in denial of reimbursement.
3. Approval of subgrant budget by the Division constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Unless otherwise stated in the Scope of Work the transfer of funds between budgeted categories without written prior approval from the Division is not allowed under the terms of this subgrant. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.
4. Recipients of subgrants are required to maintain subgrant accounting records, identifiable by subgrant number. Such records shall be maintained in accordance with the following:
 - a. Records may be destroyed not less than three years (unless otherwise stipulated) after the final report has been submitted if written approval has been requested and received from the Administrative Services Officer (ASO) of the Division. Records may be destroyed by the Subgrantee five (5) calendar years after the final financial and narrative reports have been submitted to the Division.
 - b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual subgrants.

Subgrant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this subgrant award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the subgrant activity.

5. To disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subgrant award. The Division reserves the right to disqualify any subgrantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
6. To comply 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 or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
7. To comply with the Americans with Disability Act of 1990, P.L. 101-136, 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999 inclusive and any relevant program-specific regulations
8. To comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the subgrant award includes functions or activities that involve the use or disclosure of protected health information (PHI) then the subgrantee agrees to enter into a Business Associate Agreement with the Division as required by 45 C.F.R. 164.504(e). If PHI will not be disclosed, then a Confidentiality Agreement will be entered into.
9. Subgrantee certifies, by signing this notice of subgrant award, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive

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Order 12549, Debarment and Suspension, 28 C.F.R. pr. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). This provision shall be required of every subgrantee receiving any payment in whole or in part from federal funds.

10. Sub-grantee agrees to comply with the requirements of the Title XII Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.
11. Whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. Any federal, state, county or local agency, legislature, commission, council, or board;
 - b. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - c. Any officer or employee of any federal, state, county or local agency, legislature, commission, council or board.
12. Division subgrants are subject to inspection and audit by representative of the Division, Nevada Department of Health and Human Services, the State Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to:
 - a. Verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 - b. Ascertain whether policies, plans and procedures are being followed;
 - c. Provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
 - d. Determine reliability of financial aspects of the conduct of the project.
13. Any audit of Subgrantee's expenditures will be performed in accordance with generally accepted government auditing standards to determine there is proper accounting for and use of subgrant funds. It is the policy of the Division, as well as federal requirement as specified in the Office of Management and Budget (2 CFR § 200.501(a)), revised December 26, 2013, that each grantee annually expending \$750,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO:

***Nevada State Division of Public and Behavioral Health
Attn: Contract Unit
4150 Technology Way, Suite 300
Carson City, NV 89706-2009***

This copy of the final audit must be sent to the Division within nine (9) months of the close of the subgrantee's fiscal year. **To acknowledge this requirement, Section E of this notice of subgrant award must be completed.**

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SECTION B

Washoe County Human Services Agency (HSA)

This program provides funding for behavioral health services and case management for eligible clients referred by Washoe County Human Services Agency.

Washoe HSA Action Plan – YEAR ONE

Goal/Priority 1: Washoe HSA will contract with BHWP (SAPTA) providers to serve and assess clients referred by the county for substance use disorder treatment. The population served includes clients involved with Child Protective Services due to substance use issues and are provided services on an as-needed basis.

| Outcome Objective: Provide case management and assessment services | | Percent Funding: 100% |
|--|--------------------|---|
| Activities | Date due by | Documentation |
| 1. Washoe County contracted SAPTA providers will provide case management services to eligible clients | Ongoing | Case management summary reports provided to program oversight staff on a monthly basis. |
| Evaluation: Reports provided by contracted SAPTA certified providers and assessment providers will include, but are not limited to, line item detail including the number of clients case managed, recipient demographics, level of care, and cost per service provided. Data collected and provided by SAPTA clinics will meet all applicable federal (TEDS) requirements. | | |

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SECTION B

Washoe County Human Services Agency (HSA)

This program provides funding for behavioral health services and case management for eligible clients referred by Washoe County Human Services Agency.

Washoe HSA Action Plan – YEAR TWO

Goal/Priority 1: Washoe HSA will contract with BHPT (SAPTA) providers to serve and assess clients referred by the county for substance use disorder treatment. The population served includes clients involved with Child Protective Services due to substance use issues and are provided services on an as-needed basis.

| Outcome Objective 1: Provide case management services | | Percent Funding: 100% |
|---|--------------------|---|
| Activities | Date due by | Documentation |
| 1. Washoe County contracted SAPTA providers will provide case management services to eligible clients | Ongoing | Case management summary reports provided to program oversight staff on a monthly basis. |
| Evaluation: Reports provided by contracted SAPTA certified providers will include, but are not limited to, line item detail including the number of clients case managed, recipient demographics, level of care, and cost per service provided. Data collected and provided by SAPTA clinics will meet all applicable federal (TEDS) requirements. | | |

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SECTION C

Budget and Financial Reporting Requirements

Any activities performed under this subgrant shall acknowledge the funding was provided through the Division through State funds.

Subgrantee agrees to adhere to the following budget:

| Detailed Budget Year One – July 1, 2017 through June 30, 2018 | | | | |
|--|-----------|-------------------|----------------------|--|
| <u>Category</u> | | <u>Total cost</u> | <u>Detailed cost</u> | <u>Details of expected expenses</u> |
| 1. Personnel | \$ | 0.00 | | |
| | | | \$ | |
| 2. Travel | \$ | 0.00 | | |
| | | | \$ | |
| 3. Operating | \$ | 0.00 | | |
| | | | \$ | |
| 4. Equipment | \$ | 0.00 | | |
| | | | \$ | |
| 5. Contractual Consultant | \$ | 91,267.00 | | |
| | | | \$ 91,267 | Washoe County Family Drug Court – Bristlecone Counseling & Step2 Outpatient and Residential Substance Use Treatment Services |
| 6. Training | \$ | 0.00 | | |
| | | | \$ | |
| 7. Other | \$ | 0.00 | | |
| | | | \$ | |
| Total Cost | \$ | 91,267.00 | | |

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| Detailed Budget Year Two – July 1, 2018 through June 30, 2019 | | | |
|--|---------------------|----------------------|--|
| <u>Category</u> | <u>Total cost</u> | <u>Detailed cost</u> | <u>Details of expected expenses</u> |
| 1. Personnel | \$ 0.00 | | |
| | | \$ | |
| 2. Travel | \$ 0.00 | | |
| | | \$ | |
| 3. Operating | \$ 0.00 | | |
| | | \$ | |
| 4. Equipment | \$ 0.00 | | |
| | | \$ | |
| 5. Contractual Consultant | \$ 70,000.00 | | |
| | | \$ 70,000.00 | Washoe County Family Drug Court – Bristlecone Counseling & Step2 Outpatient and Residential Substance Use Treatment Services |
| 6. Training | \$ 0.00 | | |
| | | \$ | |
| 7. Other | \$ 0.00 | | |
| | | \$ | |
| Total Cost | \$ 70,000.00 | | |

The Subgrantee agrees:

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

- This subgrant is not to exceed \$161,267.00 for the subgrant period from July 1, 2017 through June 30, 2019. Total reimbursement will not exceed \$91,267.00 during the subgrant period from July 1, 2017 through June 30, 2018. Total reimbursement will not exceed \$70,000.00 from July 1, 2018 through June 30, 2019. Any unspent funding from year 1 reverts back to the state and cannot be carried over into year 2, no exceptions.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;

Additionally, the Subgrantee agrees to provide:

- A complete financial accounting of all expenditures to the Division within 30 days of the CLOSE OF THE SUBGRANT PERIOD. Any un-obligated funds shall be returned to the Division at that time, or if not already requested, shall be deducted from the final award.

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The Division agrees:

- The Division reserves the right to hold reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Division.

Both parties agree:

Onsite sub recipient monitoring is an annual requirement for receiving funding from the BHPT.

The Subgrantee will, in the performance of the Scope of Work specified in this subgrant, perform functions and/or activities that could involve confidential information; therefore, the Subgrantee is requested to fill out and sign Section F, which is specific to this subgrant, and will be in effect for the term of this subgrant.

All reports of expenditures and requests for reimbursement processed by the Division are SUBJECT TO AUDIT.

This subgrant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award, 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 any reason the Division, 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 or quarterly basis, based on the terms of the subgrant agreement, no later than the 15th 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 Subgrant Award.

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SECTION D

Request for Reimbursement – YEAR ONE

HD #: **16123**

Budget Account: 3170

GL: 8516

Draw #: _____

| | |
|---|--|
| Program Name: Behavioral Health, Prevention & Treatment Division of Public and Behavioral Health | Subgrantee Name: Washoe County Social Services Amber Howell, Director |
| Address: 4126 Technology Way, Suite 200 Carson City, NV 89706-2009 | Address: P.O. Box 11130 Reno, NV 89502 - 0027 |
| Subgrant Period: July 1, 2017 through June 30, 2018 | Subgrantee's: EIN: 88-6000138 Vendor #: T40283400A |

FINANCIAL REPORT AND REQUEST FOR FUNDS
(must be accompanied by expenditure report/back-up)

| | Month(s) | | Calendar year | | | |
|-------------------------|--------------------|---------------|---------------|---------------|--------------------|-------------|
| | | | | | | |
| 1. Personnel | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | - |
| 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. Contract/ Consultant | \$91,267.00 | \$0.00 | \$0.00 | \$0.00 | \$91,267.00 | 0.0% |
| 6. Training | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | - |
| 7. Other | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | - |
| Total | \$91,267.00 | \$0.00 | \$0.00 | \$0.00 | \$91,267.00 | 0.0% |

This report is true and correct to the best of my knowledge

Authorized Signature _____ Title _____ Date _____

Reminder: Request for Reimbursement cannot be processed without an expenditure report/backup. Reimbursement is only allowed for items contained within Subgrant Award documents. If applicable, travel claims must accompany report.

FOR DIVISION USE ONLY

Program contact necessary? ____ Yes ____ No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

ASO or Bureau Chief (as required): _____ Date _____

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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SECTION D

Request for Reimbursement – YEAR TWO

HD #: **16123**
 Budget Account: 3170
 GL: 8516
 Draw #: _____

| | |
|---|--|
| Program Name: Behavioral Health, Prevention & Treatment Division of Public and Behavioral Health | Subgrantee Name: Washoe County Social Services Amber Howell, Director |
| Address: 4126 Technology Way, Suite 200 Carson City, NV 89706-2009 | Address: P.O. Box 11130 Reno, NV 89502 - 0027 |
| Subgrant Period: July 1, 2018 through June 30, 2019 | Subgrantee's: EIN: 88-6000138 Vendor #: T40283400A |

FINANCIAL REPORT AND REQUEST FOR FUNDS
(must be accompanied by expenditure report/back-up)

| Month(s) | Calendar year | | | | | | |
|-------------------------|--------------------|---------------|---------------|---------------|---------------|--------------------|-------------|
| | | | | | | | |
| 1. Personnel | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | - |
| 2. Travel | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | - |
| 3. Operating | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | - |
| 4. Equipment | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | - |
| 5. Contract/ Consultant | \$70,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$70,000.00 | 0.0% |
| 6. Training | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | - |
| 7. Other | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | - |
| Total | \$70,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$70,000.00 | 0.0% |

This report is true and correct to the best of my knowledge

Authorized Signature _____

Title _____

Date _____

Reminder: Request for Reimbursement cannot be processed without an expenditure report/backup. Reimbursement is only allowed for items contained within Subgrant Award documents. If applicable, travel claims must accompany report.

FOR DIVISION USE ONLY

Program contact necessary? ____ Yes ____ No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

ASO or Bureau Chief (as required): _____

Date _____

DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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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). Within nine (9) months of the close of your organization's fiscal year, you **must** submit a copy of the final audit report to:

**Nevada State Division of Public and Behavioral Health
Attn: Contract Unit
4150 Technology Way, Suite 300
Carson City, NV 89706-2009**

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?

June 30

4. What is the official name of your organization?

Human Services Agency

5. How often is your organization audited?

Annually

6. When was your last audit performed?

July 17

7. What time period did your last audit cover

July 16 - June 17

8. Which accounting firm conducted your last audit?

Eide Bailly

[Signature]
Signature

1/10/18
Date

DIRECTOR
Title

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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SECTION F

Business Associate Addendum

BETWEEN

Nevada Division of Public and Behavioral Health

Hereinafter referred to as the "Covered Entity"

and

Washoe County Social Services

Hereinafter referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of HIPAA and the HITECH Act, this Addendum is hereby added and made part of the agreement between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the agreement. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the agreement and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 ("the HITECH Act"), and regulation promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA, the HITECH Act, the Privacy Rule and Security Rule; and

WHEREAS, Business Associate may have access to and/or receive from the Covered Entity certain protected health information, in fulfilling its responsibilities under such arrangement; and

WHEREAS, the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule require the Covered Entity to enter into an agreement containing specific requirements of the Business Associate prior to the disclosure of protected health information, as set forth in, but not limited to, 45 CFR Parts 160 & 164 and Public Law 111-5.

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

- 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. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
 2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
 3. **CFR** stands for the Code of Federal Regulations.
 4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
 5. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
 6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
 7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.

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8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes, but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).

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5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by; the Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934 if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of

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an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.

15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE. The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e)(2)(i) and 42 USC 17935 and 17936.
- b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
- c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

2. **Prohibited Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.

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- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination:**
 - a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Agreement.** The Business Associate agrees that the Covered Entity may immediately terminate the agreement if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:

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- a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

| Covered Entity | Business Associate |
|---|---|
| Division of Public and Behavioral Health 4150 Technology Way, Suite 300 Carson City, NV 89706 | <u>Human Services Agency</u> Business Name |
| Phone: (775) 684-4200 | <u>350 S. Center St.</u> Business Address |
| Fax: (775) 684-4211 | <u>Reno NV 89501</u> Business City, State and Zip Code |
| | <u>775-785-8600</u> Business Phone Number |
| | <u>775-337-4445</u> Business Fax Number |
| <u>Christin Radtch</u> Authorized Signature | <u>[Signature]</u> Authorized Signature |
| for Amy Roukie, MBA | <u>Amber Howell</u> Print Name |
| Print Name | Print Name |
| Administrator, Division of Public and Behavioral Health | <u>Director</u> Title |
| Title | Title |
| <u>1/16/18</u> Date | <u>1/10/18</u> Date |
| Date | Date |

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**BUREAU OF BEHAVIORAL HEALTH WELLNESS AND PREVENTION
NOTICE OF SUB-GRANT**

SECTION G

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 funding 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 Report.

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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 conducted for that year. The Limited Scope 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.

Behavioral Health Wellness and Prevention
Attn: Management Oversight Team
4126 Technology Way, Second Floor
Carson City, NV 89706

Limited Scope Audits

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 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

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- 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 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:

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

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;

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- 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 peer review 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 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.

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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 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 exist, 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,

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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 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 HCPCS code, the rate being charged, the total amount charged to that CPT or HCPCS 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.

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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.
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.

Signature:



Authorized Subrecipient's Official & Title



Date

STATE OF NEVADA

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director, DHHS



AMY ROUKIE, MBA
Administrator, DPBH

JOHN DIMURO, D.O., MBA
Chief Medical Officer

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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September 7, 2017

MEMORANDUM

TO: Mark Winebarger, ASO IV *CIA for*
Division of Public and Behavioral Health

FROM : Kyle Devine, Chief *KD*
Bureau of Health, Wellness and Prevention

SUBJECT: REQUEST FOR RETROACTIVE APPROVAL

This memorandum requests that HD16122 – Clark County, and HD16123 – Washoe County be approved for a retroactive start date effective July 1, 2017.

This subgrant was to begin on 7/1/2017 instead of upon approval, and was held up due to negotiations and final approval by the provider.

The Bureau will implement the following to prevent future retroactive requests:

- Begin negotiations with the providers on an earlier date to ensure more timely submissions to the Bureau.

If you have any questions, please contact Kyle Devine at (775) 684-4077 or kdevine@health.nv.gov.

cc: Rick Morse, Management Analyst II
Division of Public and Behavioral Health