



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

Agency Ref. #: **SG 26068-1**  
 Budget Account: 3234  
 Category: 23  
 GL: 8516  
 Job Number: 21027A21


## SUBAWARD AMENDMENT #1

<b>Program Name:</b> Division of Public & Behavioral Health Administration Andrea Rivers / <a href="mailto:a.rivers@health.nv.gov">a.rivers@health.nv.gov</a>	<b>Subrecipient's Name:</b> <a href="#">Northern Nevada Public Health</a> Jack Zenteno / <a href="mailto:jzenteno@washoecounty.gov">jzenteno@washoecounty.gov</a>																																												
<b>Address:</b> 4150 Technology Way, Suite 300 Carson City, NV 89706-2009	<b>Address:</b> 1001 E. 9 <sup>th</sup> Street, Building B Reno, NV 89512																																												
<b>Subaward Period:</b> July 1, 2023 through December 31, 2026	<b>Amendment Effective Date:</b> <a href="#">February 1, 2026</a>																																												
<b>This amendment reflects a change to:</b> <input checked="" type="checkbox"/> Scope of Work <input type="checkbox"/> Term <input checked="" type="checkbox"/> Budget																																													
<b>Reason for Amendment:</b> Augment from SG 2025-00673-3 and reallocate for the purpose of the potential addition of ADA compliant bathrooms, minor construction, reconfiguration of cubicles, carpet replacement, new cubicles and desks and painting.																																													
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<b>Incorporated Documents:</b> Section B: Description of Services, Scope of Work and Deliverables <b>revised on 03.30.26</b> Section C: Budget and Financial Reporting Requirements <b>revised on 03.30.26</b> Section D: Request for Reimbursement <b>revised on 03.30.26</b>																																													

**STATE OF NEVADA  
DEPARTMENT OF HUMAN SERVICES  
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

Exhibit A: Original Notice of Subaward and all previous amendments
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*By signing this Amendment, the Authorized Subrecipient Official or their designee, Bureau Chief and DPBH Administrator acknowledge the above as the new standard of practice for the above referenced subaward. Further, the undersigned understand this amendment does not alter, in any substantial way, the non-referenced contents of the original subaward and all of its attachments.*

Name	Signature	Date
Chad Kingsley, Health Officer <a href="#">Northern Nevada Public Health District</a>		5/27/26
Mitch DeValliere, Agency Manager DPBH Public Health Infrastructure & Improvement		
For Andrea R. Rivers Administrator, DPBH		

STATE OF NEVADA  
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DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD

**SECTION B**  
**Description of Services, Scope of Work and Deliverables**  
revised on 03/30/2026

Northern Nevada Public Health, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

**Scope of Work for Northern Nevada Public Health**

<p><b>Baseline Narrative:</b> Funding will support the modernization of NNPH public and employee space. This funding will support the design and construction of a Tuberculosis (TB) Clinic to serve the residents of Washoe County. Clients with active TB will be provided treatment in negative air pressure clinic rooms, which is the industry standard for control of communicable diseases.</p> <p><b>Expected Outcome:</b> A completed building with an estimated 3 clinic rooms, appropriate medical supply and storage areas, client waiting area, administrative space, and additional office space. Modernized public and employee space at the 9<sup>th</sup> and Wells NNPH Location.</p> <p><b>Goal 1:</b> Certificate of Occupancy obtained for newly constructed TB Clinic</p> <p><b>Timeline:</b> 08/01/2023 - 12/31/2026</p> <p><b>Target Population:</b> Residents of Washoe County with active or latent TB</p>
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Objectives	Activities	Outputs/Outcome	Timeline	Evaluation Measure	Evaluation Tool
Design of building and necessary infrastructure	<ul style="list-style-type: none"> <li>Securing Vendor to complete design</li> <li>Monitoring of vendor for final design completion and approval</li> </ul>	<ul style="list-style-type: none"> <li>Infrastructure design completed</li> <li>Building design completed</li> </ul>	09/01/2023 to 06/01/2024	Completion of design that meets all necessary medical and operational needs	Acceptance of Design by WC CIP Team.
Construction contractor secured	<ul style="list-style-type: none"> <li>Permits from appropriate jurisdictions secured</li> <li>Construction materials agreed upon</li> <li>Final pricing completed</li> </ul>	<ul style="list-style-type: none"> <li>Documents and decisions necessary to develop RFP for Construction Contractor</li> </ul>	05/01/2024 to 12/01/2024	Vendor agreement finalized with approvals by WC CIP and NNPH Clinic Teams	Executed Vendor Agreement for Construction Contractor
Completion of site and building construction	<ul style="list-style-type: none"> <li>Demolition</li> <li>Construction phases determined and implemented</li> <li>Final inspections</li> </ul>	<ul style="list-style-type: none"> <li>Demolition completed</li> <li>Utility construction completed</li> <li>Rough framing construction completed</li> <li>Mechanical Electrical and Plumbing completed</li> <li>Finishes and fixtures completed</li> </ul>	12/01/2024 to 12/31/2026	Final inspections completed	C of O obtained

STATE OF NEVADA  
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NOTICE OF SUBAWARD

**Deliverables:**

1. Participate in regular bi-weekly deliverable and technical assistance calls throughout the subaward term. Participation on scheduled calls is required unless the call is rescheduled or cancelled by mutual arrangement.
2. Subrecipient must use approved data collection and progress report templates.
3. Compile/complete reports outline throughout the Scope of Work's objectives and activities by target deadlines. Subrecipient will be required to submit all outputs/deliverables identified in this subaward to DPBH with quarterly progress reports by due dates. DPBH staff may require deliverables throughout the subaward term.

**Reporting Schedule:** Subrecipient shall provide quarterly progress reports using the template provided by DPBH which will include a summary of data collection and progress on performance measures that align with the approved activities and objectives.

**Quarterly Reports are due:**

Year 1

- October 10, 2023 (for July 1, 2023 – September 30, 2023)
- January 10, 2024 (for October 1, 2023 – December 31, 2023)
- April 10, 2024 (for January 1, 2024 – March 31, 2024)
- July 10, 2024 (for April 1, 2024 – June 30, 2024)

Year 2

- October 10, 2024 (for July 1, 2024 – September 30, 2024)
- January 10, 2025 (for October 1, 2024 – December 31, 2024)
- April 10, 2025 (for January 1, 2025 – March 31, 2025)
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Year 3

- October 10, 2025 (for July 1, 2025 – September 30, 2025)
- January 10, 2026 (for October 1, 2025 – December 31, 2025)
- April 10, 2026 (for January 1, 2026 – March 31, 2026)
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Year 4

- October 10, 2026 (for July 1, 2026 – September 30, 2026)
- January 10, 2026 (for October 1, 2026 – December 31, 2026)

**STATE OF NEVADA  
DEPARTMENT OF HUMAN SERVICES  
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

<b>Expected Outcome:</b> A modernization of public and employee space at the NNPH primary location, 1001 E. 9 <sup>th</sup> Street, Building B, Reno NV 89512
<b>Goal 2:</b> Completed improvements to the NNPH primary location
<b>Timeline:</b> 02/01/2026 - 12/25/2026
<b>Target Population:</b> Residents of Washoe County served by NNPH

<b>Objectives</b>	<b>Activities</b>	<b>Outputs/Outcome</b>	<b>Timeline</b>	<b>Evaluation Measure</b>	<b>Evaluation Tool</b>
Research feasibility of converting a minimum of two public restrooms to be more accessible. If feasible, secure necessary vendors and permits to complete the construction.	<ul style="list-style-type: none"> <li>Research the feasibility of converting a minimum of 2 public restrooms to increase accessibility</li> <li>Vendor(s) securing</li> <li>Monitoring of vendor for final completion and approval</li> </ul>	<ul style="list-style-type: none"> <li>Infrastructure design completed</li> <li>Building design completed</li> </ul>	03/01/2026 to 12/25/2026	Completion of design that meets client needs	Acceptance of plan and vendor by WC CIP Team.  If viable, completed ADA restrooms. Improved accessible public restrooms.
Construction of a nurses' station	<ul style="list-style-type: none"> <li>Design developed and approved</li> <li>Vendor(s) secured</li> <li>Permits from appropriate jurisdictions secured</li> <li>Construction materials agreed upon</li> <li>Construction completed</li> </ul>	<ul style="list-style-type: none"> <li>Completed nurses' station</li> </ul>	03/01/2026 to 12/25/2026	Vendor agreement finalized with approvals by WC CIP and NNPH Clinic Teams	Staff utilization of nurses' station
Modernization of back-office space	<ul style="list-style-type: none"> <li>Design developed and approved</li> <li>Vendor(s) secured</li> <li>Office materials agreed upon</li> <li>Installation completed</li> </ul>	<ul style="list-style-type: none"> <li>Installation of workspace</li> </ul>	03/01/2026 to 12/25/2026	Improvement of workspace with reporting on the programs positively impacted	Installation of workspace

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

**STATE OF NEVADA  
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**SECTION C  
Budget and Financial Reporting Requirements  
revised on 03.30.26**

Any activities performed under this subaward shall acknowledge the funding was provided through the Division by Coronavirus State and Local Fiscal Recovery Funds (SLFRF) from the U.S. Department of the Treasury.

All activities, events, meetings, etc. Will take place in accordance with State and Local compliance requirements.

Subrecipient agrees to adhere to the following budget:

**Applicant Name: Northern Nevada Public Health**

**CAPITAL EXPANSION GRANTS BUDGET NARRATIVE**  
(form revised October 2022)

*All activities, events, meetings etc. will take place in accordance with State and Local compliance requirements related to COVID-19.*

<b>Total Personnel Costs</b>	including fringe	<b>Total:</b>	<b>\$ -</b>
<b>Travel</b>		<b>Total:</b>	<b>\$0</b>
<b>Supplies/ Operating</b>		<b>Total:</b>	<b>\$0</b>
<b>Equipment</b>		<b>Total:</b>	<b>\$50,000</b>
Equipment for the TB Medical Clinic & 9th Street modernization	\$50,000	1	1
		\$50,000	

<b>Construction</b>	<b>\$1,861,895.00</b>
Justification: Expenditures necessary to start construction	
Pre construction costs— not including design	\$ _____
Permit and Connection fees	\$ _____
Construction Management	\$ _____
Contingency	\$ _____
TB Clinic Construction Costs	\$1,200,000.00
Minor construction for 9th Street Modernization	\$ 661,895.00

<b>Contractual/ Consultant</b>	<b>Total: \$7,354,219.00</b>
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Name of Contractor: TBD for Project Design **Total \$59,067.00**

Method of Selection: Vendor selected through previous development of approved vendor list as determined by Washoe County Purchasing Department

Period of Performance: 03/01/26 - 12/25/26

Scope of Work: Design of the building and necessary infrastructure that is approved by the responsible regulatory agencies.

**\* Sole Source Justification:**

Budget

Completion of initial and final design for project	-	-	\$59,067.00
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**Method of Accountability:** Strict timelines will be required as part of the contract to ensure project completion. Timelines and quality of work will be reviewed and approved by Washoe County Community Services Department Staff.

<b>Total Contractual/Consultant Costs</b>	-	-	<b>\$59,067.00</b>
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Name of Contractor, Subrecipient: Plenum

**Total \$7,295,152.00**

Method of Selection: Vendor was selected through RFP for CMAR selection as determined by Washoe County Purchasing Department

Period of Performance: 12/1/2024-12/1/2026

Scope of Work: Includes all aspects of construction from demolition to finishing touches.

**\* Sole Source Justification:**

*Budget*

Materials (Concrete, Masonry, Metals, Wood, Plastics & Composites, Thermal & Moisture protection)	-	-	\$1,358,072.00
Demo	-	-	\$100,000.00
Earthwork	-	-	\$500,000.00
Fire suppression, plumbing, HVAC, electrical, communications, Elec safety & security	-	-	\$2,000,000.00
Automation (Building automation system, integrated automation, special construction)	-	-	\$264,000.00
Site Work	-	-	\$600,000.00
Utilities	-	-	\$400,000.00
Openings, Finishes & Specialties	-	-	\$454,670.00
Other - General Conditions, Liability, Bonds, Overhead	-	-	\$1,618,410.00
	-	-	

**Method of Accountability:** Strict timelines will be required as part of the contract to ensure project completion. Timelines and quality of work will be reviewed and approved by Washoe County Community Services Department Staff.

<b>Total Contractual/Consultant Costs</b>	-	-	-	\$7,295,152.00
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Name of Contractor: TBD for Quality Assurance

**Total \$0.00**

Method of Selection: Vendor selected through previous development of approved vendor list as determined by Washoe County Purchasing Department

Period of Performance: 08/01/2024-12/1/2026

Scope of Work: In-depth monitoring of quality and control measures during pre-construction and construction.

**\* Sole Source Justification:**

*Budget*

<u>Monitoring of quality and control measures</u>	-	-	\$0.00
	-	-	
	-	-	
	-	-	

**Method of Accountability:** Strict timelines will be required as part of the contract to ensure project completion. Timelines and quality of work will be reviewed and approved by Washoe County Community Services Department Staff.

<b>Total Contractual/Consultant Costs</b>	=	=	=	\$0.00
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<b>Other Expenses</b>	<b>Total:</b>	<b>\$746,385.00</b>
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Expenditures include furniture, the assurance of quality control, and contingency fees.

	Cost	# of Staff	# of Months	Subtotal
<b>Furniture:</b> Includes office and clinic furniture for staff and client use.	\$ 746,385.00			\$ 746,385.00

Justification: Line items are necessary for the successful completion of the project.

<b>Total Other Expenses</b>	-	-	-	\$746,385.00
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<b>TOTAL DIRECT CHARGES</b>	<b>\$ 10,012,499</b>
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<b>Indirect Charges</b>	<b>Indirect Rate: 0.000%</b>	<b>\$0</b>
<b>Indirect Methodology:</b> No indirect charges will be billed.		

<b>TOTAL BUDGET</b>	<b>Total: \$ 10,012,499.00</b>
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STATE OF NEVADA  
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NOTICE OF SUBAWARD

Form 2

Applicant Name: Northern Nevada Public Health - #26068-1  
PROPOSED BUDGET SUMMARY - SFY23

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

FUNDING SOURCES	Funding Source	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED										
ENTER TOTAL REQUEST	\$10,012,499.00	\$	-	\$	-	\$	-	\$	-	\$0

EXPENSE CATEGORY

Personnel	\$0									\$0
Travel	\$0									\$0
Operating Equipment	\$0									\$0
Construction	\$50,000.00									\$0
Contractual/Consultant	\$1,861,695.00									\$0
Other Expenses	\$7,354,219.00									\$0
Indirect	\$746,385.00									\$0
	\$0									\$0

TOTAL EXPENSE	\$10,012,499.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
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These boxes should equal 0	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
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Total Indirect Cost	\$0
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Total Agency Budget	\$
Percent of Subrecipient Budget	#DIV/0!

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. All equipment purchased with these funds is subject to the requirements and conditions set forth in 2CFR200.313 (including, but not limited to, equipment use, maintenance, inventory, management, and/or disposal). All equipment and high-risk items (i.e., cameras, laptops, televisions) must be inventoried annually and made available for review upon request.
- 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 \$10,012,499.00;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred; required documents from the RFR Workbook, and supporting documentation to include invoices, receipts for all expenditures including supplies, travel, training, mileage logs, etc. and time tracking sheets as applicable.
- Additional expenditure detail will be provided upon request from the Department.
- The Division reserves the right to conduct an onsite monitoring visit regarding this subaward and deliverables. If deliverables are not met for this subaward term, the Division is not obligated to issue continuation funding.
- If Subrecipient utilizes a Construction Manager at Risk (CMAR) application for their project, the subrecipient understands and assumes any and all risk that project reimbursement must stay within the confines of the approved Construction Manager (CM) bid even if actual costs are higher.

Additionally, the Subrecipient agrees:

- To watch and comply with all information presented in the ARPA Capital Project Webinar related to this award.
- Ensure Construction Manager (CM)/Contractor for ARPA Capital Project is both licensed and bonded.
- Subrecipient must provide a copy of CM/Contractor Bond to the Division.
- To read and comply with all information provided in the ARPA SLFRF Capital Project Questions and Answers.
- To comply with Division year-end processes and timeframes as communicated during the subaward term. If the final reconciliation demonstrates an overpayment, a check payable to the Division must be submitted by the stated deadline.
- To provide a complete financial of all expenditures to the Division within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any unobligated funds shall be returned to the Division 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 Division agrees:**

- Providing technical assistance, upon request from the Subrecipient.
- To provide prior approval of reports/documents to be developed per the Scope of Work.
- To process invoices for payment in a timely manner.
- All books, records, reports, and statements relevant to this subaward must be retained a minimum of five (5) years after the Federal award period ends. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
- To forward any required reports/documents to another party (e.g., GFO).
- The Division reserves the right to hold reimbursement under this subaward until any delinquent forms, reports and expenditure documentation are submitted to an accepted by the Division.
- Division may conduct an onsite monitoring visit regarding this subaward and deliverables to monitor compliance with program and fiscal goals and objectives as outlined in the Scope of Work.

**Both parties agree:**

- An onsite monitoring visit may be conducted during the subaward term.
- 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 any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

**STATE OF NEVADA  
DEPARTMENT OF HUMAN SERVICES  
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

**Financial Reporting Requirements**

- Advances may be requested as needed, with justification (i.e., a copy of the invoice and explanation of why the advance is necessary) to DPBH Fiscal the subaward term.
  - Once the advance has been received, the subrecipient has three (3) business days to pay the contractor/vendor.
  - The subrecipient must then provide proof that funds were used to pay the invoice provided as justification.
  - Contractor/Vendor will also acknowledge receipt of payment to both the subrecipient, the Program Manager.
- 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 following 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.

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

**STATE OF NEVADA**  
**DEPARTMENT OF HUMAN SERVICES**  
**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH**  
**NOTICE OF SUBAWARD**  
**SECTION D**  
**Request for Reimbursement**  
**revised on 03.30.26**

Agency Ref #: **SG 26068-1**  
 Budget Account: 3234  
 GL: 8516  
 Draw #: \_\_\_\_\_

<b>Program Name:</b> Division of Public & Behavioral Health Administration Andrea Rivers / a.rivers@health.nv.gov	<b>Subrecipient Name:</b> Northern Nevada Public Health District Jack Zenteno / jzenteno@washoecounty.gov
<b>Address:</b> 4150 Technology Way, Suite 300 Carson City, NV 89706-2009	<b>Address:</b> 1001 E. 9 <sup>th</sup> Street, Building B Reno, NV 89512
<b>Subaward Period:</b> July 1, 2023 through December 31, 2026	<b>Subrecipient's:</b> EIN: 88-6000138 Vendor #: T40283400Q

**FINANCIAL REPORT AND REQUEST FOR FUNDS**

(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	\$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	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	0.0%	
5. Construction	\$1,861,695.00	\$0.00	\$0.00	\$0.00	\$1,861,695.00	0.0%	
6. Contractual/Consultant	\$7,354,219.00	\$0.00	\$0.00	\$0.00	\$7,354,219.00	0.0%	
7. Other	\$746,385.00	\$0.00	\$0.00	\$0.00	\$746,385.00	0.0%	
8. Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-	
<b>Total</b>	<b>\$10,012,499.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,012,499.00</b>	0.0%	

I, a duly 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 DIVISION 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 \_\_\_\_\_

STATE OF NEVADA  
DEPARTMENT OF HUMAN SERVICES  
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD

# EXHIBIT A

Original notice of Subaward and all

Previous amendments

# EXHIBIT A



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

Agency Ref. #: **SG 26068**  
 Budget Account: **3234**  
 Category: **23**  
 GL: **8516**  
 Job Number: **21027A21**

### NOTICE OF SUBAWARD

<b>Program Name:</b> Division of Public & Behavioral Health Administration Andrea Rivers / arrivers@health.nv.gov	<b>Subrecipient's Name:</b> Washoe County Health District Jack Zenteno / jzenteno@washoecounty.gov
<b>Address:</b> 4150 Technology Way, Suite 300 Carson City, NV 89706-2009	<b>Address:</b> 1001 E 9 <sup>th</sup> Street, Building B Reno NV 89512
<b>Subaward Period:</b> July 1, 2023 through December 31, 2026	<b>Subrecipient's:</b> EIN: <b>88-6000138</b> Vendor #: <b>T40283400Q</b> UEI #: <b>GPR1NY74XPQ5</b>

**Purpose of Award:** This funding will support the design and construction of a Tuberculosis (TB) Clinic, and other Public Health or Community and Clinical Health Services offices to serve the residents of Washoe County.

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

Approved Budget Categories:		FEDERAL AWARD COMPUTATION:	
1. Personnel Costs	\$0.00	Total Obligated by this Action:	\$ 0.00
2. Travel	\$0.00	Cumulative Prior Awards this Budget Period	\$ 0.00
3. Supplies/Operating	\$0.00	Total Federal Funds Awarded to Date:	\$ 0.00
4. Equipment	\$50,000.00	Match Required <input type="checkbox"/> Y <input type="checkbox"/> N	
5. Construction	\$1,578,675.00	Amount Required this Action:	\$ 0.00
6. Contractual/Consultant	\$8,243,276.00	Amount Required Prior Awards:	\$ 0.00
7. Other Expenses	\$128,049.00	Total Match Amount Required:	\$ 0.00
<b>TOTAL DIRECT COSTS</b>	<b>\$10,000,000.00</b>	Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
8. Indirect Costs		<b>Federal Budget Period:</b>	
<b>TOTAL APPROVED BUDGET</b>	<b>\$10,000,000.00</b>	3/3/2021 through 12/31/2024	
		<b>Federal Project Period:</b>	
		3/3/2021 through 12/31/24	
		<b>*Obligations must be expended by 12/31/26*</b>	
		<b>FOR AGENCY USE, ONLY</b>	

<b>Source of Funds:</b> American Rescue Plan Act of 2021, U.S. Treasury	<b>% Funds:</b> 100%	<b>ALN/CFDA:</b> 21.027 Coronavirus State Fiscal Recovery Funds (CSFRF)	<b>FAIN:</b> SLFRP2634	<b>Federal Grant #:</b> GFO Notice of Allocation # 23LRHA01	<b>Federal Grant Award Date by Federal Agency:</b>  June 4, 2021
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**Agency Approved Indirect Rate:** N/A      **Subrecipient Approved Indirect Rate:** N/A

**Terms and Conditions:**  
 In accepting these grant funds, it is understood that:

- This award is subject to the availability of appropriate funds.
- Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.
- Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented
- Subrecipient must comply with all applicable Federal regulations
- 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.
- Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

<b>Incorporated Documents:</b> Section A: General Provisions and Assurances; Section B: Terms and Conditions; Section C: Grant Conditions and Assurances; Section D: Description of Services, Scope of Work and Deliverables; Section E: Budget and Financial Reporting Requirements; Section F: Request for Reimbursement	Section G: Audit Information Request; Section H: Current/Former State Employee Disclaimer; Section I: Division Confidentiality Addendum; Section J: Risk Assessment; Section K: State Fiscal Recovery Funds (SFRF) Capital Expenditures Written Justification
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Name	Signature	Date
Kevin Dick, Health Officer Washoe County Health District		6/22/23
Julia Peek Deputy Administrator	Julia B Peek	Jun 28, 2023
for Cody Phinney Administrator, DPBH		6/30/23

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

**SECTION A**

**General Provisions and Assurances**

This section is applicable to all recipients who receive funding from the Division under the American Rescue Plan Act (ARPA), Coronavirus State Fiscal Recovery Funds (CSFRF) allocations. By signing the cover of this packet, the subrecipient attests that all information contained in this award is true and correct. The subrecipient agrees to abide by and remain in compliance with the following:

1. The subrecipient must comply with all applicable State Statutes, Regulations, applicable legislation, and Executive Orders.
2. The subrecipient must comply with the American Rescue Plan Act, grant policies, standards of grant administration and management, subaward instructions and requirements and related guidance by other parties and must ensure these requirements are included in any agreements it enters into with other parties relating to CSFRF.
3. The subrecipient acknowledges and agrees that compliance with these assurances and terms constitutes a condition of continued receipt of federal financial assistance and is binding upon subrecipient and subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
4. The subrecipient must ensure all subrecipients and contractors are enrolled in the Federal System Award Management (SAM gov) as required by the Federal Funding Accountability and Transparency Act.
5. The subrecipient must adhere to the U.S. Treasury's guidance of allowable uses for CSFRF in COVID-19 pandemic response or recovery activities.
6. The subrecipient acknowledges that failure to meet any condition within this award including meeting the scope of work may result in withholding of reimbursement payments, disqualification of future funding, and/or termination of current funding.
7. Capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds and must be specifically approved in writing by the Governor's Finance Office (GFO). Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class. Subrecipients must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires subrecipients to submit their written justification as part of regular reporting.
8. The subrecipient agrees to fully cooperate with all Division Inquiries including, but not limited to utilization, management reviews, program compliance monitoring, reporting requirements, complaint investigations, and evaluation studies.
9. The subrecipient shall cooperate in any enforcement or compliance review activities by the US Department of the Treasury relating to this funding. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The subrecipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
10. The subrecipient, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement
  - 10a. The subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending, or completed, including outcome. Subrecipient also must inform the Department of the Treasury if subrecipient has received no complaints under Title VI.
  - 10b. The subrecipient must provide documentation of an administrative agency or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the subrecipient and the administrative agency that made the finding. If the subrecipient settles a case or matter alleging such discrimination, the subrecipient must provide documentation of the settlement.
  - 10c. If the subrecipient makes subawards to other agencies or other entities, the subrecipient is responsible for ensuring that subrecipients also comply with Title VI and other applicable authorities covered in this document.
  - 10d. Subrecipient understands that making false statements or claims in connection with this allocation is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

11. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), subrecipient should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), subrecipient should adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD  
SECTION B**

**Terms and Conditions**

**1. Use of Funds**

- Subrecipient understands and agrees that the funds disbursed under this allocation may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- Pre-allocation costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this allocation.
- Subrecipient may use funds provided under this allocation to cover both direct and indirect costs according to approved budget. Changing line items between budget categories require prior approval by the Division and must be documented in writing. Approval must be received prior to any expenses being incurred. The Division reserves the right to deny any claims for expenses not identified as a line item if incurred prior to the approval date.
- The subrecipient is not required to provide cost sharing or matching of funds.
- Subrecipients must identify ALN 21.027 for all financial accounting, subawards, and associated program reporting requirements for the SLFRF awards.

**2. Maintenance of and access to records**

- Subrecipient agrees to maintain records and financial documents sufficient to evidence compliance with section 602(c), U.S. Treasury's regulations implementing that section, and guidance issued by U.S. Treasury regarding the foregoing.
- The U.S. Treasury's Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of subrecipient in order to conduct audits or other investigations.
- Any publications produced with funds from this allocation must display the following language: "This project [is being] [was] supported, in whole or in part, by federal allocation number SLFRFP2634 allocated to the State of Nevada by the U.S. Department of the Treasury."

**3. Compliance with Applicable Law and Regulations**

- Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by U.S. Treasury pursuant to section 602(f) of the Act, and guidance issued by U.S. Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable Federal and State statutes, Regulations, and Executive Orders, subrecipient shall provide for such compliance by other parties in any agreements it enters with other parties relating to this fund allocation.
- Federal regulations applicable to this allocation include, without limitation, the following:
  - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions Treasury may determine are inapplicable to this allocation and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, Implementing the Single Audit Act, shall apply to this allocation.
  - Universal Identifier and Federal System for Award Management (SAM.gov), 2 C.F.R. Part 25, pursuant to which the allocation term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the allocation is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - Subrecipient Integrity and Performance Matters, pursuant to which the allocation term set forth in 2 C.F.R. Part 200.
  - All subrecipients are required to engage in a competitive bidding process for supported services, facilities, or equipment as applicable, consistent with the requirements set forth in 200 CFR 200.317 – 2 CFR 200.327.
  - Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601- 4655) and implementing regulations.
  - Generally applicable Federal Environmental laws and regulations.
  - Statutes and regulations prohibiting discrimination applicable to this allocation include, without limitation, the following:
    - The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
    - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

- The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**4. Protections for Whistleblowers**

- In accordance with 41 U.S.C. § 4712, subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- The list of persons and entities referenced in the paragraph above includes the following: A member of Congress or a representative of a committee of Congress, an Inspector General, the Government Accountability Office, a Treasury employee responsible for contract or grant oversight or management, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, or a management official or other employee of subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address mis-conduct.
- Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD  
SECTION C**

**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.
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).

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

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 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.<sup>1</sup>**

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<sup>1</sup>

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

**SECTION D**

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

Washoe County Health District, hereinafter referred to as "Subrecipient," agrees to provide the following services and reports according to the identified timeframes.

**Scope of Work for Washoe County Health District**

<b>Baseline Narrative:</b> This funding will support the design and construction of a Tuberculosis (TB) Clinic, and other Public Health or Community and Clinical Health Services offices to serve the residents of Washoe County. <i>Clients with active TB will be provided treatment in negative air pressure clinic rooms, which is the industry standard for control of communicable disease.</i>	
<b>Expected Outcome:</b> <i>A completed building with an estimated 3 clinic rooms, appropriate medical supply and storage areas, client waiting area, administrative space, and additional office space.</i>	
<b>Goal 1:</b> <i>Certificate of Occupancy obtained for newly constructed TB Clinic</i>	
<b>Timeline:</b> <i>8/1/2023-12/31/2026</i>	
<b>Target Population:</b> <i>Residents of Washoe County with active or latent TB</i>	

<b>Objective</b>	<b>Activities</b>	<b>Outputs/Outcome</b>	<b>Timeline</b>	<b>Evaluation Measure</b>	<b>Evaluation Tool</b>
<b>Design of building and necessary Infrastructure</b>	<ul style="list-style-type: none"> <li>Securing Vendor to complete design</li> <li>Monitoring of vendor for final design completion and approval</li> </ul>	<ul style="list-style-type: none"> <li>Infrastructure design completed</li> <li>Building design completed</li> </ul>	9/1/2023 to 6/1/2024	Completion of design that meets all necessary medical and operational needs	Acceptance of Design by the WC CIP Team
<b>Construction contractor secured</b>	<ul style="list-style-type: none"> <li>Permits from appropriate jurisdictions secured</li> <li>Construction materials agreed upon</li> <li>Final pricing completed</li> </ul>	<ul style="list-style-type: none"> <li>Documents and decisions necessary to develop RFP for Construction Contractor</li> </ul>	5/1/2024 to 12/1/2024	Vendor agreement finalized with approvals by WC CIP and WCHD Clinic Teams	Executed Vendor Agreement for Construction Contractor
<b>Completion of site and building Construction</b>	<ul style="list-style-type: none"> <li>Demolition</li> <li>Construction phases determined and implemented</li> <li>Final inspections</li> </ul>	<ul style="list-style-type: none"> <li>Demolition completed</li> <li>Utility construction completed</li> <li>Rough framing construction completed</li> <li>Mechanical Electrical and Plumbing completed</li> <li>Finishes and fixtures completed</li> </ul>	12/1/2024 to 12/31/2026	Final inspections completed	C of O obtained

**Deliverables:**

Subaward Packet (CA)  
Revised 4/22

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

- 1) Participate in regular bi-weekly deliverable and technical assistance calls throughout the subaward term. **Participation on scheduled calls is required unless the call is rescheduled or cancelled by mutual arrangement.**
- 2) Subrecipient must use approved data collection and progress report templates.
- 3) Compile/complete reports outlined throughout the Scope of Work's objectives and activities by target deadlines. Subrecipient will be required to submit all outputs/deliverables identified in this subaward to DPBH with quarterly progress reports by due dates. DPBH staff may require deliverables throughout the subaward term.

**Reporting Schedule:** Subrecipient shall provide quarterly progress reports using the template provided by DPBH which will include a summary of data collection and progress on performance measures that align with the approved activities and objectives.

**Quarterly Reports are due:**

**Year 1**

- October 10, 2023 (for July 1, 2023 – September 30, 2023)
- January 10, 2024 (for October 1, 2023–December 31, 2023)
- April 10, 2024 (January 1, 2024–March 31, 2024)
- July 10, 2024 (April 1, 2024 –June 30, 2024)

**Year 2**

- October 10, 2024 (for July 1, 2024 -September 30, 2024)
- January 10, 2025 (for October 1, 2024–December 31, 2024)
- April 10, 2025 (January 1, 2025–March 31, 2025)
- July 10, 2025 (April 1, 2025–June 30, 2025)

**Year 3**

- October 10, 2025 (for July 1, 2025–September 30, 2025)
- January 10, 2026 (for October 1, 2025–December 31, 2025)
- April 10, 2026 (January 1, 2026–March 31, 2026)
- July 10, 2026 (April 1, 2026–June 30, 2026)

**Year 4**

- October 10, 2026 (for July 1, 2026–September 30, 2026)
- January 10, 2027 (for October 1, 2026–December 31, 2026)

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



**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

**Period of Performance:** 12/1/2024-12/1/2026

**Scope of Work:** Includes all aspects of construction from demolition to finishing touches.

**\* Sole Source Justification:**

**Budget**

Materials (Concrete, Masonry, Metals, Wood, Plastics & Composites, Thermal & Moisture protection)	-	-	\$1,358,072.00
Demo	-	-	\$100,000.00
Earthwork	-	-	\$500,000.00
Fire suppression, plumbing, HVAC, electrical, communications, Elec safety & security	-	-	\$1,900,000.00
Automation (Building automation system, integrated automation, special construction)	-	-	\$264,000.00
Site Work	-	-	\$600,000.00
Utilities	-	-	\$400,000.00
Openings, Finishes & Specialties	-	-	\$454,670.00
Other - General Conditions, Liability, Bonds, Overhead	-	-	\$1,843,410.29
	-	-	-

**Method of Accountability:** Strict timelines will be required as part of the contract to ensure project completion. Timelines and quality of work will be reviewed and approved by Washoe County Community Services Department Staff.

<b>Total Contractual/Consultant Costs</b>	-	-	\$7,420,153.00
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**Name of Contractor:** TBD for Quality Assurance **Total** \$75,000.00

**Method of Selection:** Vendor selected through previous development of approved vendor list as determined by Washoe County Purchasing Department

**Period of Performance:** 08/01/2024-12/1/2026

**Scope of Work:** In depth monitoring of quality and control measures during pre-construction and construction.

**\* Sole Source Justification:**

**Budget**

Monitoring of quality and control measures	-	-	\$75,000.00
	-	-	-

**Method of Accountability:** Strict timelines will be required as part of the contract to ensure project completion. Timelines and quality of work will be reviewed and approved by Washoe County Community Services Department Staff.

<b>Total Contractual/Consultant Costs</b>	-	-	\$75,000.00
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<b>Other Expenses</b>	<b>Total:</b> \$128,049
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Expenditures include furniture, the assurance of quality control, and contingency fees.

	Cost	# of Staff	# of Months	Subtotal
Furniture: Includes office and clinic furniture for staff and client use.	\$ 128,049.00			\$128,049.00

Justification: Line items are necessary for the successful completion of the project.

<b>Total Other Expenses</b>	-	-	\$128,049.00
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**TOTAL DIRECT CHARGES** **\$ 10,000,000**

**Indirect Charges** **Indirect Rate: 0.000% \$0**  
**Indirect Methodology:** No indirect charges will be billed.

**TOTAL BUDGET** **Total: \$ 10,000,000**

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

Applicant Name: Washoe County Health District  
BUDGET SUMMARY

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

<u>FUNDING SOURCES</u>	American Rescue Plan Act of 2021, U.S. Treasury, Governor's Finance Office	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	\$10,000,000								\$10,000,000

EXPENSE CATEGORY

Personnel	\$0								\$0
Travel	\$0								\$0
Supplies/ Operating	\$0								\$0
Equipment	\$50,000								\$50,000
Construction	\$1,578,675								\$1,578,675
Contractual/Consultant	\$8,243,276								\$8,243,276
Other Expenses	\$128,049								\$128,049
Indirect	\$0								\$0
TOTAL EXPENSE	\$10,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000,000

These boxes should equal 0      \$0      \$0      \$0      \$0      \$0      \$0      \$0      \$0      \$0

Total Indirect Cost      \$0

Total Agency Budget      \$10,000,000  
Percent of Subrecipient Budget      100%

B. Explain any items noted as pending:

C. Program Income Calculation:

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

- 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 program from which this funding was appropriated and shall be returned to the program upon termination of this agreement. All equipment purchased with these funds is subject to the requirements and conditions set forth in 2CFR200.313 (including, but not limited to, equipment use, maintenance, inventory, management, and/or disposal). All equipment and high-risk items (i.e., cameras, laptops, televisions) must be inventoried annually and made available for review upon request.
- 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 \$10,000,000.00;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred, required documents from the RFR Workbook, and supporting documentation to include invoices, receipts for all expenditures including supplies, travel, training, mileage logs, etc. and time tracking sheets as applicable.
- Additional expenditure detail will be provided upon request from the Division staff.
- The Division reserves the right to conduct an onsite monitoring visit regarding this subaward and deliverables. If deliverables are not met for this subaward term, the Division is not obligated to issue continuation funding.
- If Subrecipient utilizes a Construction Manager at Risk (CMAR) application for their project, the subrecipient understands and assumes any and all risk that project reimbursement must stay within the confines of the approved Construction Manager (CM) bid even if actual costs are higher.

**Additionally, the Subrecipient agrees:**

- To watch and comply with all information presented in the ARPA Capital Project Webinar related to this award.
- Ensure Construction Manager (CM)/Contractor for ARPA Capital Project is both Licensed and Bonded.
- Subrecipient must provide a copy of CM/Contractor Bond to the Division.
- To read and comply with all information provided in the ARPA SLFRF Capital Project Questions and Answers.
- To comply with Division year-end processes and timeframes as communicated during the subaward term. If the final reconciliation demonstrates an overpayment, a check payable to the Division must be submitted by the stated deadline.
- To provide a complete financial accounting of all expenditures to the Division within 30 days of the CLOSE OF THE SUBAWARD 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.
- 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 Division may not be able to provide reimbursement.**
- If a credit is owed to the Division after the 45-day closing period, the funds must be returned to the Division within 30 days of identification.

**The Division agrees:**

- Providing technical assistance, upon request from the Subrecipient.
- To provide prior approval of reports/documents to be developed per the Scope of Work.
- To process invoices for payment in a timely manner.
- All books, records, reports, and statements relevant to this subaward must be retained a minimum of five (5) years after the Federal award period ends. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
- To forward any required reports/documents to another party (e.g., GFO).
- The Division reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Division.
- Division may conduct an onsite monitoring visit regarding this subaward and deliverables to monitor compliance with program and fiscal goals and objectives as outlined in the Scope of Work.

**Both parties agree:**

- An onsite monitoring visit may be conducted during the subaward term.
- 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 I, 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 Division 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 any reason the Division, State, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

**Financial Reporting Requirements**

- Advances may be requested as needed, with justification (i.e., a copy of the Invoice and explanation of why the advance is necessary) to DPBH Fiscal the subaward term.
  - Once the advance has been received, the subrecipient has three business (3) days to pay the contractor/vendor.
  - The subrecipient must then provide proof that funds were used to pay the invoice provided as justification.
  - Contractor/Vendor will also acknowledge receipt of payment to both the subrecipient, the Program Manager.
- 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 following 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.
- **Compliance with this section is acknowledged by signing the subaward cover page of this packet.**

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

Agency Ref. #: **SG 26068**  
 Budget Account: 3234  
 GL: 8516  
 Draw #: \_\_\_\_\_

**SECTION F  
Request for Reimbursement**

<b>Program Name:</b> Division of Public & Behavioral Health Administration Andrea Rivers / arrivers@health.nv.gov	<b>Subrecipient's Name:</b> Washoe County Health District Jack Zenteno / jzenteno@washoecounty.gov
<b>Address:</b> 4150 Technology Way, Suite 300 Carson City, NV 89706-2009	<b>Address:</b> 1001 E 9 <sup>th</sup> Street, Building B Reno NV 89512
<b>Subaward Period:</b> July 1, 2023-December 31, 2026	<b>Subrecipient's:</b> EIN: 88-6000138 Vendor #: T40283400Q

**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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
2. Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
3. Supplies/Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
4. Equipment	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	0.0%
5. Construction	\$1,578,675.00	\$0.00	\$0.00	\$0.00	\$1,578,675.00	0.0%
6. Contractual/Consultant	\$8,243,276.00	\$0.00	\$0.00	\$0.00	\$8,243,276.00	0.0%
7. Other	\$128,049.00	\$0.00	\$0.00	\$0.00	\$128,049.00	0.0%
8. Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
<b>Total</b>	<b>\$10,000,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,000,000.00</b>	<b>0.0%</b>

I, a duly 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 _____
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**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 \_\_\_\_\_

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD  
SECTION G

**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? June 30<sup>th</sup>
4. What is the official name of your organization? Washoe County Health District
5. How often is your organization audited? Annually
6. When was your last audit performed? December 2022
7. What time-period did your last audit cover? July 1, 2021 - June 30, 2022
8. Which accounting firm conducted your last audit? BDO

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

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

**SECTION H**

**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.**

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD

SECTION I

**Confidentiality Addendum**

BETWEEN

**Nevada Department of Health and Human Services**

Hereinafter referred to as "Department"

and

**Washoe County Health District**

Hereinafter referred to as "Subrecipient"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between the 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 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

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

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.**

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

**SECTION J**

Insert Risk Assessment Prior to Final DPBH Signature.

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD  
SECTION K**

State Fiscal Recovery Funds (SFRF) Capital Expenditures Written Justification  
**US TREASURY FINAL RULE PROVISIONS – January 2022**

The final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds.

Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class.

For ease of administration, the final rule identifies enumerated types of capital expenditures that Treasury has identified as responding to the pandemic's impacts; these are listed in the applicable subcategory of eligible uses (e.g., public health, assistance to households, etc.). Recipients may also identify other responsive capital expenditures. Similar to other eligible uses in the SLFRF program, no pre-approval is required for capital expenditures.

To guide recipients' analysis of whether a capital expenditure meets the eligibility standard, recipients (with the exception of Tribal governments) must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting. Specifically:

<b>If a project has total capital expenditures of</b>	<b>and the use is enumerated by Treasury as eligible, then</b>	<b>and the use is beyond those enumerated by treasury as eligible, then</b>
Less than \$1 million	No written justification required	No written justification required
Greater than or equal to \$1 million, but less than \$10 million	Written justification required but recipients are not required to submit as part of regular reporting to Treasury	Written justification required and recipients must submit as part of regular reporting to Treasury
\$10 million or more	Written justification required and recipients must submit as part of regular reporting to Treasury	

A Written Justification includes, see Attachment A:

- Description of the harm or need to be addressed. Recipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.
- Explanation of why a capital expenditure is appropriate. For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.
- Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior. Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

Where relevant, recipients should consider the alternatives of improving existing capital assets already owned or leasing other capital assets.

Treasury presumes that the following capital projects are **generally ineligible**:

- Construction of new correctional facilities as a response to an increase in rate of crime.
- Construction of new congregate facilities to decrease spread of COVID-19 in the facility.
- Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries.

In undertaking capital expenditures, Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurement's employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

This section is applicable to all subrecipients who receive funding from the Governor's Finance Office (GFO) under the American Rescue Plan Act, Coronavirus SFRF allocations. The subrecipient agrees to abide and comply with all other applicable State and Federal statutes, regulations, and Executive Orders, and subrecipient shall provide for compliance with the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. If the subrecipient is able to meet the capital expenditure eligibility standards, then complete the written justification questionnaire (see Attachment A).

**Signature:**    
 Julia B Peek (Jun 28, 2023 16:57 PDT)

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# SG 26068 Washoe County Health District signed

Final Audit Report

2023-06-28

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