

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

Federal Award Computation			Match		
Total Obligated by this Action:	\$91,924.00	Match Required Y Y L N	0.00%		
Cumulative Prior Awards this Budget Period:	\$0.00	Amount Required this Action:	\$0.00		
Total Federal Funds Awarded to Date:	\$91,924.00	Amount Required Prior Awards:	\$0.00		
		Total Match Amount Required:	\$0.00		
Research and Development Y Y L N					
Federal Budget Period			Federal Project Period		
10/1/2024 through 9/30/2026			10/1/2024 through 9/30/2026		
FOR AGENCY USE ONLY					
FEDERAL GRANT #: 1B08TI088089-01	Source of Funds: Substance Abuse Prevention & Treatment Block Grant		% Funds: 100.00	CFDA: 93.959	FAIN: B08TI088089
Federal Grant Award Date by Federal Agency: 6/9/2025					
Budget Account	Category	GL	Function	Sub-org	Job Number
3170	28	8516	N/A	N/A	9395925

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SAPTA Program Requirements

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

GENERAL REQUIREMENTS

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

1. 2 CFR 200 -Uniform Requirements, Cost Principles and Audit Requirements for Federal Awards
2. 45 CFR 96 - Block Grants as it applies to the subrecipient and per Division policy.
3. Coronavirus Response and Relief Supplement Appropriations Act of 2021 (P.L. 116-260)
4. 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
5. NRS 218G - Legislative Audits
6. NRS 458 - Abuse of Alcohol & Drugs
7. NRS 616 A through D Industrial Insurance
8. GAAP . ~~A~~Generally Accepted Accounting Principles] and/or GAGAS [Generally Accepted Government Auditing Standards]
9. GSA . ~~A~~General Services Administration] guidelines for travel
10. The Division of Public and Behavioral Health, BBHWP policies and guidelines.
11. 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.
12. 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 upto \$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~~s~~ 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.
13. The subrecipient shall provide proof of workers~~s~~ compensation insurance as required by Chapters 616A through 616D inclusive Nevada Revised Statutes at the time of their certification.
14. The subrecipient agrees to be a ~~100%~~ tobacco, alcohol, and other drug free ~~work~~ environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
15. 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 458.1533(e).
16. 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.
17. Application to 2-1-1~~As of~~ October 1, 2017, the Sub-grantee will be required to submit an application to register with the Nevada 2-1-1 system.
18. 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.
19. The subrecipient must be enrolled in System Award Management (SAM) as required by the Federal Funding Accountability and Transparency Act.
20. 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.
21. 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.
22. 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 \$2,000 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.

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- 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.
23. 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:

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

Year-End Financial Report

26. 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.
27. The non-federal entity financial statements may also include departments, agencies, and other organizational units.
28. Year-End Financial Report must be signed by the CEO or Chairman of the Board.
29. 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.
30. 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.
31. The Year-End Financial Report must be submitted to the Division 90 days after fiscal year end at the following address.

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

Limited Scope Audits (Agreed Upon Procedures Audit)

32. 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 200.511 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 200.516 Audit findings.
33. 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.
34. The auditor's report(s) must state that the audit was conducted in accordance with this part and include the following:
- a. An opinion as to whether the financial statement(s) of the federal program is presented fairly in all material respects in accordance with the stated accounting policies;
 - b. A report on internal control related to the federal program, which must describe the scope of testing of internal control and the results of the tests;
 - c. A report on compliance which includes an opinion as to whether the auditee complied with laws, regulations, and the terms and conditions of the awards which could have a direct and material effect on the program; and
 - d. A schedule of findings and questioned costs for the federal program that includes a summary of the auditor's results relative to the federal program in a format consistent with 2 CFR Part 200.515 Audit reporting, paragraph (d)(1), and findings and questioned costs

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consistent with the requirements of 2 CFR Part 200.515 Audit reporting, paragraph (d)(3).

35. The Limited Scope Audit (Agree Upon Procedures Audit) Report must be submitted to the Division within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. The Audit Report must be sent to:

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

Amendments

36. 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.
37. 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.
38. Any expenses that are incurred in relation to a budgetary amendment without prior approval are unallowable.
39. 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.
40. 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.
41. 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

42. 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 11001-11003 and 42 CFR part 54 (42 USC 11001-11003 (c) (4) and 54.8(b)), Charitable Choice provisions and regulations.
 - a. The subrecipient must post a notice to advise all clients and potential clients that if the client objects to the religious character of the Sub-grantee's organization as applicable.
 - b. The client has the right to be referred to another Division-funded provider that is not faith-based or that has a different religious orientation.
2. Priority Groups . The subrecipient agrees to prioritize and expedite access to appropriate treatment, except for Civil Protective Custody Services, for priority populations in the following order:
 - a. Pregnant injecting drug users;
 - b. Pregnant substance abusers;
 - c. Injection drug users;
 - d. Substance using females with dependent children and their families, including females who are attempting to regain custody of their children; and
 - e. All others.
3. The subrecipient agrees to report within 24 hours to the Bureau of Behavioral Health Wellness and Prevention when any level of service reaches 90 percent capacity or greater in accord with the Division's Wait List and Capacity Management policy.
4. A subrecipient who provides residential services agrees to report bed capacity in the HavBed system or a successor system for residential services daily in accord with the Division's Wait List and Capacity Management policy.
5. Programs will make continuing education in alcohol and other drug treatment available to all employees who provide services.
6. The subrecipient must post a notice, where clients, visitors, and persons requesting services may easily view it, that no persons may be denied services due to inability to pay. This notice may stipulate that the organization is authorized to deny services to those who are able to pay but refuse to do so.
7. The subrecipient is required to implement the National Institute of Drug Abuse (NIDA) 13 principles of treatment.
8. The subrecipient is required to participate, if selected to be reviewed by the Nevada Alliance for Addictive Disorders, Advocacy, Prevention

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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 (457 : F Y96.131)

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

Records

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

Reporting

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

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covered if an undue barrier to treatment exists.

i. Division funds will **NOT** be used to reimburse Medicare claims.

j. Division funds will **NOT** be used to reimburse claims for which the client is pending eligible for insurance coverage.

k. Division funds will **NOT** be used to reimburse for claims denied by Medicaid or other insurance carriers unless the claim was denied as not a covered benefit.

a. Claims denied as not a covered benefit and billed to the Division must have the accompanying denial attached in order to guarantee payment.

l. Division funds will **NOT** be used to cover any unpaid costs that Medicaid and/or other insurance carriers may not reimburse (i.e., copayments, deductibles).

m. The subrecipient agrees to use Division funds as the payer of last resort for all services provided to clients. If an undue barrier to treatment exists, a written request to the Division may be submitted for review and some services may be covered upon written permission from the Division.

19. The subrecipient must establish policies, procedures, and the systems for eligibility determination, billing, and collection to:

a. Ensure that all eligible clients are insured and/or enrolled in Medicaid in accord with the ACA;

b. Collect reimbursement for the costs of providing such services to persons who are entitled to insurance benefits under the Social Security Act, including programs under Title XVIII and Title XIX, any State compensation program, any other public assistance program for medical assistance, any grant program, any private health insurance, or any other benefit program; and secure from clients 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 (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 Strategic Prevention Framework Planning Process.
3. The subrecipient representatives are required to attend prevention training listed below as applicable to provide prevention services:
 - a. All fulltime staff must annually complete a minimum of twenty (20) hours of prevention training.
 - b. All part-time staff must annually complete a minimum for ten (10) hours of prevention training.
 - c. Participate in the implementation of evidence-based prevention programs, strategies, policies, and practices, and use the Prevention Program Operating and Access Standards as the basis for program, workforce, and agency development.
4. The subrecipient must use funding on the primary prevention priorities per funding source;

Substance Abuse Block Grant (SABG)/COVID Relief Funds

A. The Coronavirus Response and Relief Supplement Appropriations Act, 2021 [P.L. 116-260] appropriated Federal Funds to states through the Substance Abuse Prevention and Treatment Block Grant (SABG) program to assist in response to the COVID-19 pandemic. This funding source represents the 20% set-aside from SABG which is required by statute (45 CFR 96.125) to be used exclusively for primary prevention. B. SABG

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grantees should direct this funding to prioritize and address the unique SUD prevention, intervention, treatment, and recovery support needs and gaps in their state's service systems. For example, SABG grantees with significant increases in overdoses might focus their efforts on reducing overdose rates. Specific infrastructure investments might also be directed toward expanding the SUD services workforce and on data infrastructure for tracking and monitoring system needs and performance. Other recommended priority activities for grantees to consider are as follows: Prevention: 1. Screening with evidence-based tools. 2. Risk messaging with evidence-informed strategies and accompanying evaluation to establish most effective strategies. This includes: a. Text and mHealth messaging strategies targeted at adolescents and young adults; b. Substance misuse; c. Scenario based messaging programs for parents about opioid risks; and d. Web-based interventions targeted at the criminal justice system. 3.

Operation of an access line, crisis phone line, or warm lines by prevention providers. 4. Purchase of technical assistance. 5. COVID-19 expenditures related to substance misuse prevention including: COVID-19 awareness and education for persons with SUD, transportation related to accessing SUD prevention and COVID-19 vaccines.

C. BBHWP asks that subrecipients enter program data into the Web Infrastructure for Treatment Services (WITS) database under Prevention Services to facilitate Federal tracking requirements.

Substance Abuse Block Grant (SABG)

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

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

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

D. Monthly data collection and entry into the WITS database is required.

State General Fund Substance Abuse Primary Prevention (SAPP)

A. SAPP funds are used as a maintenance of effort (MOE) for the SABG; to increase services and to support infrastructure and the implementation of evidence-based/evidence-informed direct service substance abuse prevention programs, practices, and strategies at the community level.

B. All activities associated with this funding must be for the implementation of those activities that meet an identified need within the community and are prioritized in the coalition's Comprehensive Community Prevention Plan (CCPP). The CCPP must be provided to the state no later than 90 days after initial project date of notice of award.

C. It is expected that 85% of this funding will support programs or strategies delivered by direct service providers.

D. The 15% balance can be used to support administrative costs associated with the management of these pass-through funds. Of the strategies funded with State General Funds, all must either be evidence-based or reviewed and approved through the Bureau.

Strategic Prevention Framework-Partnership of Success (PFS)

A. PFS funding on reducing underage drinking among persons aged 9 to 20 in communities of high need. At their discretion, subrecipients may also use PFS funds to target up to two additional priorities identified by the State as prevention or reduction of underage use of marijuana and/or

methamphetamines. And reducing the number of marijuana and/or methamphetamines related emergency room visits.

B. The subrecipient must use a SPF-based, comprehensive prevention approach including a mix of evidence-based programs (EBP) and practices. The subrecipient must further utilize a data-driven approach to justify practices implemented, and to identify communities/populations of high need or affected by health disparities.

C. The subrecipient must implement practices that have been approved by the State's Evidence Based Workgroup (EBW) and prioritized through the Statewide Epidemiological Workgroup (SEW). To implement practices or programs that have not been approved by the EBW, the subrecipient must document their identified needs and priorities and present data to the SEW for evaluation as a promising practice. Promising practices should be used

only if an evidence-based practice does not exist to meet the identified community need.

D. The subrecipient will collect and report quarterly and annually community-level data to determine progress toward addressing individual grant prevention priority(ies). Recipients must include in their data collection and reporting activities that supporting evidence to preserve or change activities, strategies and continuously evaluate data and systems for effectiveness.

E. The PFS grant program seeks to address behavioral health disparities among racial and ethnic minorities and other populations by encouraging the implementation of strategies to decrease the differences in access, service use, and outcomes among the populations served.

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

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1. A Request for Reimbursement is due, at a minimum, on a monthly basis, based on the terms of the sub-grant agreement, no later than the 15th of the month. If there has been no fiscal activity in a given month, **a Request for Reimbursement claiming zero dollars is required to be submitted for the month.**
2. Reimbursement is based on actual expenditures incurred during the period being reported. All request for reimbursements must be to the exact penny and not rounded up to the nearest dollar.
3. Requests for advance of payment will not be considered or allowed by the Division.
4. Reimbursement must be submitted with all Division required supporting back up documentation. The Division has the authority to ask for additional supporting documentation at any time and the information must be provided to Division staff within 10 business days of the request.
5. Payment will not be processed without all programmatic reporting being current.
6. Reimbursement may only be claimed for allowable expenditures approved within the sub-grant award.
7. The subrecipient is required to submit a complete financial accounting of all expenditures to the Division within 30 days of the **CLOSE OF THE SUBAWARD PERIOD**. All remaining balances of a federally funded sub-grant revert back to the Division 30 days after the close of the subaward period.
8. The Request for Reimbursement to close the State Fiscal Year (SFY) is due at a minimum of 25 days after the close of the SFY which occurs on June 30. All remaining balances of the State funded subawards revert back to the State after the close of the SFY.
9. The subrecipient must retain copies of approved travel requests and claims, consultant invoices, payroll register indicating title, receipts for goods purchased, and any other relevant source documentation in support of reimbursement requests for a period of three years from the date of submission of the State's final financial expenditure report submitted to the governing federal agency.

The subrecipient agrees that any failure to meet any of the conditions listed within the above Program Requirements may result in the withholding of reimbursement for payment, termination of current contract and/or the disqualification of future funding. Compliance with this section is acknowledged by signing the subaward cover page of this packet.

Scope of work is an attached document shown below

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

SECTION B

Description of Services, Scope of Work and Deliverables

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

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

Scope of Work for Washoe County Human Services

Primary Goal: Please refer to attached SOW.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Please refer to attached SOW.	Please refer to attached SOW.	09/30/2026	Please refer to attached SOW.

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

PARTNER SCOPE OF WORK

WASHOE COUNTY HUMAN SERVICES- REGIONAL BEHAVIORAL HEALTH COORDINATOR

OCTOBER 1ST, 2025- SEPTEMBER 30, 2026

Template Date: 08/1/2025 Version: 1.0

Baseline Narrative:		<i>The Substance use, treatment, prevention, and recovery services (SUPTRS) program engages stakeholders and decision-makers across Nevada to implement evidence-based strategies aimed at preventing overdose deaths related to opioids and other substances. Through a combination of data-driven surveillance and targeted prevention efforts, SUPTRS supports a comprehensive public health approach to addressing the overdose crisis.</i>					
Expected Outcomes:		<i>Improved behavioral health systems and policies that lead to better behavioral health outcomes for residents of Washoe County.</i>					
Goal 1:		<i>Divert and deflect individuals experiencing behavioral health challenges from the justice system to behavioral health care.</i>					
Responsible person(s)		<i>Julia Ratti, Behavioral Health Administrator</i>					
Objective	*BBHP Sub-Strategy #	Activities	Outputs	Timeline Begin / Completion	Target Population	Evaluation Measure (indicator)	Evaluation Tool

As part of the Washoe County Sequential Intercept Model (SIM) project, 100% of priority initiatives within the Washoe County SIM Strategic Framework are on track.	4.3.3	Identify and collect key output and outcome data from existing SIM related activities in Washoe County leading to the completion of a SIM Data Brief	Completion of a SIM Data Brief	This work is underway with an anticipated completion date of Dec. 2025	Justice involved individuals	Completion of the SIM Data Brief.	Completion of the SIM Data Brief
		Map behavioral health and housing services in Washoe County and identify structural and geographic barriers within the Washoe region.	SIM Behavioral Health and Supportive Housing Mapping Brief which includes assessment of assets and gaps and leads to recommendations	This work is underway with an anticipated completion date of Dec. 2025		Completion of the SIM Supportive Housing and Mapping Brief	Completion of the SIM Supportive Housing and Mapping Brief
		Inventory assessment tools utilized within the justice system aligned with SIM goals		This work is underway with an anticipated completion date of Dec. 2025		Completion of an Assessment Tool Inventory	Completion of an Assessment Tool Inventory
		Conduct research and identify promising approaches to	Assessment Tool Inventory				

		meeting the needs of frequent utilizers of justice and health systems		This work is underway with an anticipated completion date of March 2026		Completion of Frequent Utilizers Program Brief and # of meetings of Frequent Utilizers Task Group	Completion of the Frequent Utilizers Program Brief and Frequent Utilizers Task Group minutes
		Facilitate Court Collaboration and Information Sharing Task Group	Frequent Utilizer Program Research Brief	Oct. 2025 – Sept. 2026			Task Group minutes
		Facilitate Pretrial and Diversion Services Task Group	Meeting notes	Oct. 2025 – Sept. 2026		Number of meetings	Task Group minutes
			Meeting notes			Number of meetings	

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Goal 2: Responsible person(s)		Reduce stigma around behavioral health to improve access to services Julia Ratti					
Objective	*BBHWP Sub-Strategy #	Activities	Outputs	Timeline Begin / Completion	Target Population	Evaluation Measure (indicator)	Evaluation Tool
X residents of Washoe County will be exposed to standardized state anti-stigma campaign messaging	5.2.1	Promote and disseminate standardized state anti-stigma campaign (to be developed)	Anti-stigma campaign materials	Oct. 2025 – Sept. 2026	Washoe County residents	# of residents exposed to messaging	TBD

Goal 3: Responsible person(s)		Facilitate the WRBHPB to meet the requirements outlined in NRS 433.4295 for the Washoe County Region. Julia Ratti					
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<i>Objective</i>	<i>*BBHWP Sub-Strategy #</i>	<i>Activities</i>	<i>Outputs</i>	<i>Timeline Begin / Completion</i>	<i>Target Population</i>	<i>Evaluation Measure (indicator)</i>	<i>Evaluation Tool</i>
Meet the NRS requirements for the number of WRBHPB meetings.	3.1.4	Organize meetings and activities of the WRBHPB	Meeting agendas and minutes	Oct. 2025 – Sept. 2026	Community-wide	# of meetings held # of attendees	Minutes and meeting notes
Attend 90% of state-led behavioral health meetings (Behavioral Health Commission, etc.)	3.1.4	Advise Nevada DHS, DPBH, and BHC regarding community needs	Meeting notes	Oct. 2025 – Sept. 2026	Community-wide	Attendance	Minutes and meeting notes
Participate in at least two coalitions/committees working to improve the delivery of behavioral health services	3.1.4	Attend regional coalitions working to advance behavioral health initiatives	Meeting notes	Oct. 2025 – Sept. 2026	Community-wide	Attendance	Minutes and meeting notes
Attend 90% of the Regional Behavioral Health Coordinator Meetings	3.1.4	Participate in formal and informal meetings of the RBHCs	Meeting notes	Oct. 2025 – Sept. 2026	Community-wide	Attendance	Minutes and meeting notes

Participate in at least two behavioral health data collection efforts	8.1.2	Participate in the Washoe County Community Needs Assessment Steering Committee and one other effort	Meeting notes	Underway – Dec. 2025	Community-wide	Attendance	Meeting minutes and notes
Produce an annual report submitted to meet state deadlines	8.1.2	Produce the annual report	Annual Report	Jan. 2026 – June 2026	Community-wide	Report submitted on time	Report review

Quarterly Progress Report /Technical Assistance Due Dates:

Quarterly Report Q1: January 15, 2026

Quarterly Report Q2: April 15, 2026

Quarterly Report Q3: July 15, 2026

Quarterly Report Q4: October 15, 2026

*BBHWP Sub-Strategy number is linked to the 2025-2030 BBHWP Strategic Plan, released September 2025.

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SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to:
This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant # 1B08TI088089-01 from Substance Abuse Prevention & Treatment Block Grant. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor Substance Abuse Prevention & Treatment Block Grant.+

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 1B08TI088089-01 from Substance Abuse Prevention & Treatment Block Grant.

Subrecipient agrees to adhere to the following budget:

Total Personnel Costs				including fringe		Total:		\$81,933.00
<u>Employee</u>	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>	<u>Subject to Indirect?</u>	<u>Fringe Salary</u>
Vacant Human Services Program Specialist	\$128,627.00	49.00%	57.00%	9.00	75.00%	\$81,932.18	L	L
Behavioral Health Program Coordinator position vacant as of Sept. 30 2025 due to the retirement of Dorothy Edwards. Position is going through the County Process to be reclassified to a Human Services Program Specialist. Anticipated start date of January 5, 2026 with 57% of the FTE allocated to the SUPTRS grant. This individual serves as the Behavioral Health Coordinator for the Washoe Region and supports the Washoe Regional Behavioral Health Policy Board. The scope of work will be performed by other County staff in the Office of the County Manager from Oct. 1 - December 31, 2025 in order to maintain continuity of efforts. Responsible for all SOW activities.								

<u>In-State Travel</u>	Total:	\$0.00
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<u>Out of State Travel</u>	OSMot Days	Total:	\$0.00
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Operating					Total:	\$68.00
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect?	
Office Supplies	\$68.00	1.0	1.0	\$68.00	L	
General office supplies for use over the course of the grant period.						

Equipment					Total:	\$1,265.00
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect?	
Dell Laptop	\$1,265.00	1	1	\$1,265.00	L	
Purchase of a Dell Laptop for use by the Human Services Program Specialist. This position is transferring from the WC Human Services Agency where an older model laptop is currently used. The technology for this position was due for an upgrade. There is no laptop available within WC Office of the County Manager at this time necessitating the purchase.						

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Contractual/Contractual and all Pass-thru Subawards	Total:	\$0.00
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Training				Total:	\$300.00
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	
Washoe Prevention Conference (JTNN)	\$150.00	1	1	\$150.00	
Annual conferences presented by two key behavioral health partner organizations - Join Together Northern Nevada and NAMI Nevada - on topics of importance to behavioral health professionals. It is important that the regional Behavioral Health Coordinator engages in and attends stakeholder convenings as well as participates in professional development sessions to better fulfill their role.					
NAMI Conference	\$150.00	1	1	\$150.00	
Annual conferences presented by two key behavioral health partner organizations - Join Together Northern Nevada and NAMI Nevada - on topics of importance to behavioral health professionals. It is important that the regional Behavioral Health Coordinator engages in and attends stakeholder convenings as well as participates in professional development sessions to better fulfill their role.					

Other					Total:	\$0.00
				\$0.00	Y	
Justification:						

TOTAL DIRECT CHARGES	\$83,566.00
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Indirect Charges	Indirect Rate:	10.0%	\$8,358.00
Indirect Methodology: 10% of all direct expenses.			

TOTAL BUDGET	\$91,924
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Applicant Name: Washoe County Human Services

Form 2

PROPOSED BUDGET SUMMARY

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

FUNDING SOURCES	Substance Use Prevention Treatment & Recovery Services (SUPTRS)	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	\$91,924.00								\$91,924.00

EXPENSE CATEGORY

Personnel	\$81,933.00								\$81,933.00
Travel	\$0.00								\$0.00
Operating	\$68.00								\$68.00
Equipment	\$1,265.00								\$1,265.00
Contractual/Consultant	\$0.00								\$0.00
Training	\$300.00								\$300.00
Other Expenses	\$0.00								\$0.00
Indirect	\$8,358.00								\$8,358.00
TOTAL EXPENSE	\$91,924.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$91,924.00
These boxes should equal 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Total Indirect Cost	\$8,358.00	Total Agency Budget							\$91,924.00
Percent of Subrecipient Budget									100.00%

B. Explain any items noted as pending:

--

C. Program Income Calculation:

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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.**

the program upon termination of this agreement.

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:

< *****Total reimbursement through this subaward will not exceed \$91,924.00;

< *****Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;

< *****Indicate what additional supporting documentation is needed in order to request reimbursement;
RFRs must include payroll sheets, invoices, and receipts.; and

< *****Additional expenditure detail will be provided upon request from the Department.

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

< ***** Any work performed after the BUDGET PERIOD will not be reimbursed.

< ***** If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.

< ***** If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

< *****Identify specific items the program or Bureau must provide or accomplish to ensure successful completion of this project, such as:

- \$***Providing technical assistance, upon request from the Subrecipient;
- \$***Providing prior approval of reports or documents to be developed;
- \$***Forwarding a report to another party, i.e. CDC.
- \$***The bureau will provide monthly TA meetings.

< *****The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

< *****The site visit/monitoring schedule may be clarified here. Site monitoring will occur annually.

< *****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 the date of receipt of written notice from the Department. If the Subrecipient fails to comply with the terms and conditions of this Agreement, the Department reserves the right to terminate this Agreement immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

< A Request for Reimbursement is due on a Monthly basis, based on the terms of the subaward 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 Subaward.

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**SECTION D
Request for Reimbursement**

Program Name: Substance Use Prevention Treatment & Recovery Services (SUPTRS)	Subrecipient Name: Washoe County Human Services
Address: 4126 Technology Way, Carson City, Nevada 89706	Address: 350 S Center St, Reno, Nevada 89501
Subaward Period: 10/01/2025 - 09/30/2026	Subrecipient's: EIN: 88-6000138 Vendor #: T40283400A

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

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

Month(s)	Calendar Year
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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	\$81,933.00	\$0.00	\$0.00	\$0.00	\$81,933.00	0.00%
2. Travel	\$0.00	\$0.00	\$0.00	0.0000	\$0.00	0.00%
3. Operating	\$68.00	\$0.00	\$0.00	\$0.00	\$68.00	0.00%
4. Equipment	\$1,265.00	\$0.00	\$0.00	\$0.00	\$1,265.00	0.00%
5. Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
6. Training	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	0.00%
7. Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
8. Indirect	\$8,358.00	\$0.00	\$0.00	\$0.00	\$8,358.00	0.00%
Total	\$91,924.00	\$0.00	\$0.00	\$0.00	\$91,924.00	0.00%

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Complete
						0.00%

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 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.

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): _____

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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted by an independent accounting firm.
☐ Yes ☐ No
2. Did your organization expend \$1,000,000 or more in all federal awards during your organization's most recent fiscal year? ☐ Yes ☐ No
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? - _____
8. Which accounting firm conducted your last audit? _____

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

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SECTION F

Current or Former State Employee Disclaimer

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

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

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

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

Name

Services

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

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

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SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as the "Covered Entity"

And

Washoe County Human 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 Department 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.
 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

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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).
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,

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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 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

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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.
- 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:
 - 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.

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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.

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

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Section H is not applicable for this Subaward