



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

Agency Ref. #: **SG 25268**
Budget Account: **3200**
Category: **19**
GL: **8503**
Job Number: **GFUND**

NOTICE OF SUBAWARD

Program Name: Problem Gambling Bureau of Behavioral Health Wellness and Prevention Kim Garcia/k.garcia@health.nv.gov	Subrecipient's Name: County of Clark, 8th Judicial District Court Gambling Treatment Diversion Court Stefanie Hui HuiS@clarkcountycourts.us / (702) 455-5302
Address: 4126 Technology Way, Suite #200 Carson City, NV 89706-2009	Address: 200 Lewis Avenue Las Vegas, NV 89155
Subaward Period: 07/01/2021 through 06/30/2022	Subrecipient's: EIN: 88-6000028 Vendor #: T81026920AH Dun & Bradstreet: 088247465

Purpose of Award: Provide assistance to individuals by conducting gambling addiction and mental health treatment with willing individuals identified by the Gambling Treatment Diversion Court (GTDC) who have been assessed and diagnosed with a gambling disorder by a qualified mental health professional or certified problem gambling counselor.

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

Approved Budget Categories:		FEDERAL AWARD COMPUTATION:	
1. Personnel	\$36,900.00	Total Obligated by this Action:	\$ 0.00
2. Travel	\$0.00	Cumulative Prior Awards this Budget Period:	\$ 0.00
3. Operating	\$1,515.00	Total Federal Funds Awarded to Date:	\$ 0.00
4. Equipment	\$0.00	Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
5. Contractual/Consultant	\$11,510.00	Amount Required this Action:	\$ 0.00
6. Training	\$75.00	Amount Required Prior Awards:	\$ 0.00
7. Other	\$0.00	Total Match Amount Required:	\$ 0.00
TOTAL DIRECT COSTS	\$50,000.00	Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
8. Indirect Costs	\$0.00	Federal Budget Period:	N/A
TOTAL APPROVED BUDGET	\$50,000.00	Federal Project Period:	N/A
FOR AGENCY USE, ONLY			

Source of Funds	% Funds:	CFDA:	FAIN:	Federal Grant #:	Federal Grant Award Date by Federal Agency:
Prevention and Treatment of Problem Gambling State General Fund Fiscal Year 2022	100%	N/A	N/A	N/A	N/A

Agency Approved Indirect Rate: N/A **Subrecipient Approved Indirect Rate:** N/A

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

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

Incorporated Documents:	Section E:
Section A: Grant Conditions and Assurances;	Audit Information Request;
Section B: Description of Services, Scope of Work and Deliverables;	Section F: Current/Former State Employee Disclaimer;
Section C: Budget and Financial Reporting Requirements;	Section G: DHHS Confidentiality Addendum; and
Section D: Request for Reimbursement;	Section H: Nevada Problem Gambling Services 2022-2023 Strategic Plan; and
	Section I: Nevada Problem Gambling Services Treatment Provider Manual 2022

Name	Signature	Date
Steve Grierson Court Executive Officer		7/28/21
Brook Adie Health Bureau Chief, BHWP		7/28/21
for Lisa Sherych Administrator, DPBH		7/25/21

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SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.
2. The 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.
3. 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

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implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

10. No funding associated with this grant will be used for lobbying.
11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
13. An organization receiving grant funds through the 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 amendments to either such documents, which are funded by funds allotted in this agreement.

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

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Goal 2: The Eighth Judicial District Court will contract with a lab who coordinates frequency and access to drug testing for participants as well as immediate communication of any alerts from the drug testing results.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
<p>1. Provide access to urine drug testing in accordance with frequency determined by the court and/or treatment provider.</p>	<p>1. A suitable lab who is willing to set protocols for assigned frequency based on participant need per GTDC program guidelines has been identified. The lab must work efficiently with GTDC to ensure compliance to drug treating protocol.</p> <p>2. Lab(s) must be able to provide immediate reporting on positive drug tests.</p>	<p>Within the 24 hours of communication.</p> <p>Within 24 hours of test.</p>	<p>1. The contracted lab must be able to provide access to drug testing upon a participant's acceptance into the GTDC program. The lab must respond to the coordinator's correspondence regarding new and current GRDC participants within 24 hours of communication.</p> <p>2. Documentation of frequency and results of drug tests for each participant that must be documented into DCCM. Lab(s) must have training and access to DCCM to report positive drug tests or any alerts that may arise from drug testing results to court team.</p>
<p>2. Provide access to substance use monitoring beyond urine drug tests. This includes a SCRAM patch and SCRAM alcohol bracelet</p>	<p>1. A suitable lab who is willing to set protocols for assigned substance use monitoring based on participant need per GTDC program guidelines has been identified. The lab must work efficiently with GTDC to ensure compliance to drug testing protocol.</p> <p>2. Lab(s) must be able to provide immediate reporting on positive drug tests.</p>	<p>Within the 24 hours of communication.</p> <p>Within 24 hours of test</p>	<p>1. The contracted lab must be able to provide access to drug testing upon a participant's acceptance into the GTDC program. The lab must respond to the coordinator's correspondence regarding new and current GTDC participants within 24 hours of communication.</p> <p>2. The lab must provide any alerts to the patch within 48 hours of patch result processing and within 24 hours of an alcohol bracelet alert to the coordinator should an alert go off on the devices that are worn by the participants.</p>

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Goal 3: The Eighth Judicial District Court will provide additional training and education regarding Gambling Treatment Diversion Court programming, eligibility requirements, NRS 458a, and the referral process into the program.

Objective	Activities	Due Date	Documentation Needed
<p>1. To assist with spreading awareness of this type of treatment and diversion court program, the Eighth Judicial District Court will provide representation (mostly through the coordinator) at relevant conferences and also provide appropriate informational material to organizations and departments that GTDC would be relevant.</p>	<p>1. Members of the GTDC Team will participate in relevant conferences and information sessions to bring awareness to gambling treatment diversion and GTDC.</p> <p>2. The Coordinator will provide training and educational material to relevant organizations and departments.</p>	<p>06/30/2022</p> <p>06/30/2022</p>	<p>1. The Coordinator will keep a record of all conference and training participation.</p> <p>2. The Coordinator will create and maintain up-to-date information regarding the GTDC program, eligibility requirements, referral process, and any current statistics and milestones of GTDC.</p>

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

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SECTION C

Budget and Financial Reporting Requirements

Any activities performed under this subaward shall acknowledge the funding was provided through the Division by Grant Number SG 25268 from Prevention and Treatment of Problem Gambling State General Funds. Subrecipient agrees to adhere to the following budget

BUDGET NARRATIVE SFY 22

Total Personnel Costs including fringe Total: \$ 36,900.00

	Annual Salary	Fringe Rate	% of Time	Months	Percent of Months worked Annual	Amount Requested
Stefanie Hul - Specialty Courts Coordinator	\$ 61,500.00	50%	40%	12	100.00%	\$ 36,900.00
Total Fringe Cost						\$ 12,300.00
Total Salary Cost:						\$ 24,600.00
Total Budgeted FTE						0.40

Travel Total: \$ -
Operating Total: \$ 1,515.00

Office supplies \$ 125.25 amount x 1 FTE staff x 12 months. \$1,515.00
Justification: Supplies are sometimes needed for celebrations, graduations, and educational/training purposes. In budget discussions, the Coordinator was asked to provide more training and education on GTDC, the programming, and the referral process. In addition to supplies for the participants, additional supply cost will also be used for materials to assist with preparation of training and education.

Equipment Total: \$ -
Contractual Total: \$ 11,510.00

Name of Contractor, Subrecipient: American Toxicology (ATI) Total \$8,000.00
Method of Selection: competitive bid for other specialty courts
Period of Performance: July 1, 2021 - June 30, 2022
Scope of Work: All participants that enter GTDC are placed on random drug testing twice a month, but if they relapse or test positive, their drug testing will be increased. Currently, drug testing is paid for by the participant, however, this causes a hardship on participants who are not currently employed. Drug testing is \$13.00 a test and a \$10.00 confirmation fee per positive test. New participants drug test 4x/month while current participants drug test about 2x/month. 4 new x 4 times per month x \$13 x 12 months = \$2,496. 6 current x 2 per month x \$13 x 12 = \$1,872. With 336 total drug tests per year expected based on the aforementioned, factor in half need confirmation. 336/2 = 168 x \$10 = \$1,680. Total estimated for drug testing is \$2,496 + \$1,872 + \$1,680 = \$6,048. This will be rounded up to \$8,000 in case additional urine drug tests are needed.

Budget
Direct Services \$ 8,000.00
Total Budget \$ 8,000.00

Method of Accountability: ATI will provide a report of test results for all participants that will be inputted into the case management system or via email directly to the coordinator.

Define - ATI system will provide a monthly invoice listing out the participants tested, the frequency, and the results. Coordinator will be responsible for checking the accuracy of these invoices monthly.

Name of Contractor, Subrecipient: SCRAM (Secure Continuous Remote Alcohol Monitor) Systems Total \$3,510.00

Method of Selection: competitive bid for other specialty courts
Period of Performance: July 1, 2021 - June 30, 2022
Scope of Work: In addition to drug testing, SCRAM (Secure Continuous Remote Alcohol Monitor) Systems is also used for the "patch" as well as the alcohol monitor when urine drug testing is not enough. The SCRAM patch costs \$60 per placement and usually replaced every 2 weeks. The SCRAM alcohol monitor costs \$75 for installation and \$10/day. It is estimated that 2 participants will need the SCRAM patch for at least 6 months of the year. 2 x \$60 x 13 placements = \$1,560. It is estimated that 2 participants will need the SCRAM alcohol monitor for at least 3 months of the year. 2 x \$75 = \$150 installation fee. 2 x 90 x \$10 = \$1,800. Total estimated SCRAM cost is \$1,560 + \$150 + \$1,800 = \$3,510.

Budget
Direct Services \$ 3,510.00
Total Budget \$ 3,510.00

Method of Accountability: SCRAM System- will provide a report of test results for all participants that will be inputted into the case management system or via email directly to the coordinator.

Define - SCRAM system will provide a monthly invoice listing out the participants tested, the frequency, and the results. Coordinator will be responsible for checking the accuracy of these invoices monthly.

Training Total: \$ 75.00

Nevada Council State Conference, Las Vegas, NV
The NV Council on Problem Gambling Conference is in person this year at \$25p for attendance. The coordinator and possibly 2 of the GTDC providers are planned to attend. \$75.00

Other Total: \$ -
TOTAL DIRECT CHARGES \$ 50,000.00

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Indirect Charges	Indirect Rate:	0.000%	\$	-
TOTAL BUDGET	Total:		\$	50,000.00

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Form 2

Applicant Name: Clark County 8th Judicial District
Court Gambling Treatment Diversion Court
PROPOSED BUDGET SUMMARY
(Form Revised May 2019)

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

FUNDING SOURCES	Problem Gambling Services	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED								
ENTER TOTAL REQUEST	\$ 50,000.00							\$ 50,000.00

EXPENSE CATEGORY

Personnel	\$ 36,900.00							\$ 36,900.00
Travel	\$ -							\$ -
Operating	\$ 1,515.00							\$ 1,515.00
Equipment	\$ -							\$ -
Contractual/Consultant	\$ 11,510.00							\$ 11,510.00
Training	\$ 75.00							\$ 75.00
Other Expenses	\$ -							\$ -
Indirect	\$ -							\$ -

TOTAL EXPENSE	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00
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These boxes should equal 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Total Indirect Cost	\$ -
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Total Agency Budget	\$ 50,000.00
Percent of Subrecipient Budget	100%

B. Explain any items noted as pending:

C. Program Income Calculation:

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

The Subrecipient agrees:

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

- Total reimbursement through this subaward will not exceed \$ 50,000.00.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

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

Both parties agree:

- The site visit/monitoring schedule 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 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.

Financial Reporting Requirements

- A Request for Reimbursement is due on a monthly basis, based on the terms of the subaward agreement, no later than the 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 E**

Audit Information Request

1. Non-Federal entities that expend \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO
3. When does your organization's fiscal year end? June 30
4. What is the official name of your organization? Eighth Judicial District Court
5. How often is your organization audited? Annually
6. When was your last audit performed? January 25, 2021
7. What time-period did your last audit cover? July 1, 2019 - June 30, 2020
8. Which accounting firm conducted your last audit? Crowe LLP

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

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SECTION F

Current or Former State Employee Disclaimer

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

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

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

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

Name

Services

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

And

**Clark County Eighth Judicial District Court
Gambling Diversion Treatment Court**

Hereinafter referred to as "Contractor"

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

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

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. DEFINITIONS

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

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any names, addresses or any other identifying information or health information of individual subjects or any identifying data concerning individuals in any records disclosed to sub-grantee in conjunction with the goods or services provided by Sub-grantee under the Sub-grant Award.
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 CONTRACTOR

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 inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Subrecipient may use information as stipulated in the primary inter-local or other 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 inter-local or other agreement to which this Addendum is made a part; or
3. The Subrecipient has obtained written approval from the Department.

VI. OBLIGATIONS OF CONTRACTOR

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.

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

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 inter-local or other agreement to which this Addendum is made a part.

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



DATE: June 22, 2021

MEMORANDUM

TO: Debi Reynolds, Deputy Administrator
Division of Public and Behavioral Health

THROUGH: Brook Adie, Bureau Health Chief
Bureau of Behavioral Health Wellness and Prevention

FROM: Kim Garcia, Social Service Program Specialist III
Problem Gambling Services

SUBJECT: REQUEST FOR RETROACTIVE APPROVAL FOR BUDGET ACCOUNT 3200 – PROBLEM GAMBLING

This memorandum requests that the following subgrants and workorders be approved for a retroactive start date of July 1, 2021.

The following information is required:

- Name of Subrecipient(s):
 - SG# 25262 International Problem Gambling Center
 - SG# 25263 Mental Health Counseling and Consulting
 - SG# 25264 Bristlecone Family Resources
 - SG# 25265 New Frontier Treatment Center
 - SG# 25266 Reno Problem Gambling Center
 - SG# 25267 Nevada Council on Problem Gambling
 - SG# 25268 Eighth Judicial Justice Court
 - WO# 6568 Board of Regents-UNLV, International Gaming Institute
 - WO# 6569 Board of Regents – UNR – CASAT
 - WO# 6570 KPS3, Inc
- Services to be provided: To provide services for the treatment and prevention of problem gambling
- Funding source and expenditure category: BA# 3200 - CAT 19; GFUND
- Requested start date of work: July 1, 2021
- Expected execution date of agreement: N/A
- Detailed explanation as to why a retroactive agreement is necessary, including:
 - Reason(s) why the agreement was not submitted timely:
 - Due to delays with release of the Legislative approved budget (L01). I was not able to submit awards until the budget was finalized.
 - Describe the impact to the program/services if this work is not started prior to the execution of the agreement: The direct impact to the program /services would have caused providers not to provide direct services to clients timely.
 - Explain how the program/bureau will prevent future retroactive requests: Since Legislative approval Budget (L01) has not been released to the department as of today, in the future the department will work closely to prevent future retroactive requests.

If you have any questions, please contact Kim Garcia at k.garcia@health.nv.gov.

cc: Contract Unit
Division of Public and Behavioral Health