



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

Agency Ref. # **SG 25459**
Budget Account **3170**
Category **28**
GL **8503**
Job Number **9395920**

NOTICE OF SUBAWARD

Program Name: Division of Public and Behavioral Health Bureau of Behavioral Health Wellness and Prevention	Subrecipient's Name: Eighth Judicial District Court Law Enforcement Intervention for Mental Health and Addiction (LIMA)
Address: 4126 Technology Way, Suite #200 Carson City, NV 89706-2009	Address: 200 Lewis Avenue Las Vegas, NV 89155-2511
Subaward Period: October 1, 2021, through September 30, 2022	Subrecipient's: EIN: 88-6000028 Vendor #: T81026920AA Dun & Bradstreet: 088247465

Purpose of Award: The LIMA program is a pre-booking diversion program developed to address participants engaging in crime, due to their substance abuse. Participants will be diverted out of the justice system and into the community for services, to ensure a system that prevents inappropriate incarceration, hospitalization, institutionalization, and placement.

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

Approved Budget Categories:		FEDERAL AWARD COMPUTATION:	
1. Personnel	\$189,270.00	Total Obligated by this Action:	\$ 750,000
2. Travel	\$806.00	Cumulative Prior Awards this Budget Period:	\$ 0.00
3. Operating	\$0.00	Total Federal Funds Awarded to Date:	\$ 750,000
4. Equipment	\$0.00	Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
5. Contractual/Consultant	\$558,402.00	Amount Required this Action:	\$ 0.00
6. Training	\$0.00	Amount Required Prior Awards:	\$ 0.00
7. Other	\$1,522.00	Total Match Amount Required:	\$ 0.00
TOTAL DIRECT COSTS	\$750,000.00	Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
8. Indirect Costs	\$0.00	Federal Budget Period: October 1, 2021, through September 30, 2023	
TOTAL APPROVED BUDGET	\$750,000.00	Federal Project Period: October 1, 2021, through September 30, 2023	
		FOR AGENCY USE, ONLY	

Source of Funds	% Funds:	CFDA:	FAIN:	Federal Grant #:	Federal Grant Award Date by Federal Agency:
Substance Abuse and Mental Health Services Administration (SAMHSA), Federal Fiscal Year 2020 Substance Abuse Prevention and Treatment (SAPT) Block Grant	100%	93.959	B08T1083130-01	1B08T1083433-01	2/1/2021

Agency Approved Indirect Rate: 7.9%

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 A: Grant Conditions and Assurances;
Section B: Description of Services, Scope of Work and Deliverables,
Section C: Budget and Financial Reporting Requirements,
Section D: Request for Reimbursement;

Section E: Audit Information Request;
Section F: Current/Former State Employee Disclaimer;
Section G: DHHS Confidentiality Addendum; and

Name	Signature	Date
Steve Grierson Court Executive Officer		9/23/2021
Brook Adie, LSW, MS Health Bureau Chief, BHWP		9/23/2021
for Lisa Sherych Administrator, DPBH		9/29/21

**STATE OF NEVADA
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DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD
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 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.

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- 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 or amendments to either such documents, which are funded by funds allotted in this agreement.

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

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SECTION B

Description of Services, Scope of Work and Deliverables

The LIMA program is a pre-arrest diversion program developed to address participants engaging in crime, due to their substance abuse. Participants will be diverted out of the justice system and into the community for services, to ensure a system that prevents inappropriate incarceration, hospitalization, institutionalization, and placement.

Eighth Judicial District Court, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Eighth Judicial District Court LIMA Program

Goal 1: Divert participants out of the justice system and into the community for services to ensure a system that prevents inappropriate incarceration, hospitalization, institutionalization, and placement.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Provide therapeutic and/or identified services to at risk individuals.	1. Assess and treat a minimum of 100 adult participants in the program.	Monthly and annually	1. Unduplicated program reports which include the number of individuals served and average length of stay for each participant.
	2. Provide supportive housing to the adult population in Clark County.	Monthly and annually	2. Unduplicated program reports which include the number of individuals who engaged in supportive housing and the average length of stay.
	3. Provide case management to the adult population in Clark County.	Monthly and annually	3. Unduplicated program reports which include the number of participants served who received case management and the number of services provided (documents, services, referrals, etc.).
2. Achieve less than 10% recidivism rate.	1. Provide appropriate evidence-based services to participants and tracking their recidivism rates post discharge	6 months and 12 months post discharge from program-recidivism rates will be reported annually	4. LVMPD will track all new criminal charges for participants post discharge and Coordinator will track convictions post discharge.

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Goal 2: Collect data to promote further understanding and target additional public resources.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Collect and analyze data to ensure there is equity and inclusion targeted at underserved populations.	1. Collect and examine data by demographics focusing on race, ethnicity, gender and all underserved populations.	Monthly and annually	1. Unduplicated program reports which include the number of individuals served, their demographics, including characteristics of underserved populations such as veterans, SES, chronic homelessness, disabilities, and sexual orientation.
	2. Identify how many referrals received, how many admissions, and trends related to the referral process.	Annually	2. Utilize the collected data and conduct bar charts to demonstrate how our admissions have changed over time, identifying any trends or issues with the referral and admissions process.
	3. Complete risk needs assessments on all individuals referred to the program- utilizing unbiased evidence-based tools to determine services needed.	Monthly and annually	3. Coordinator will complete a NRAS on 90% of the participants who enter the program and add their score to the monthly progress reports.
	4. Assessing the participant perspective of the program.	Annually	4. Unduplicated program reports which include participant's self- reported assessment of the program at completion of the program, were the participants satisfied or not satisfied with the program.

Goal 3: Program will demonstrate an overall improvement in participant's functioning, and autonomy.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Demonstrate increase in client functioning.	1. Complete clinical assessment and refer participant to community based programs to address individual needs.	Annually	1. Coordinator will complete an intake assessment and discharge summary on participants demonstrating an increase in social interactions, daily living, and mental health symptoms.
2. Demonstrate an improvement in autonomy	2. Complete clinical assessment and refer participant to community based programs to address individual needs to gain self-sufficiency.	Annually	2. Coordinator will complete an intake assessment and discharge summary on participants demonstrating an increase in employment and stable/independent housing.

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

BUDGET NARRATIVE

Total Personnel Costs	including fringe	Total:	\$189,270
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	<u>Annual</u> <u>Salary</u>	<u>Fringe</u> <u>Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of</u> <u>Months</u> <u>worked</u> <u>Annual</u>	<u>Amount</u> <u>Requested</u>
<u>Angel Lash</u>	\$65,955.97	48.226%	100.000%	12	100.00%	\$97,764

Specialty Court Specialist

The Specialty Court Specialist position in the LIMA Program coordinates all aspects of client admission, coordination of care, treatment oversight, and discharge. The Specialist develops progress reports and works closely with each program partner to ensure participants receive the appropriate treatment, case management, housing, and services to enhance the ability of the client to achieve long-term recovery and stability. This position requires a master's degree and a clinical licensure. This position collects and maintains the data regarding the program and measures program performance.

	<u>Annual</u> <u>Salary</u>	<u>Fringe</u> <u>Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of</u> <u>Annual</u>	<u>Amount</u> <u>Requested</u>
<u>New Position- Specialty Court</u>	\$61,734.40	48.226%	100.000%	12	100.00%	\$91,506

Specialist

Specialty Court Specialist

The Specialty Court Specialist position in the LIMA Program coordinates all aspects of client admission, coordination of care, treatment oversight, and discharge. The Specialist develops progress reports and works closely with each program partner to ensure participants receive the appropriate treatment, case management, housing, and services to enhance the ability of the client to achieve long-term recovery and stability. This position requires a master's degree and a clinical licensure. This position collects and maintains the data regarding the program and measures program performance.

Total Fringe Cost	\$61,680	Total Salary Cost:	\$127,690
Total Budgeted FTE	2.00000		

Travel	Total:	\$806
In-State Travel		\$806

<u>Origin & Destination</u>	<u>Cost</u>	<u># of</u> <u>Trips</u>	<u># of days</u>	<u># of Staff</u>	
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$0	0		0	\$0
Baggage fee: \$ amount per person x # of trips x # of staff	\$0	0		0	\$0
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$0	0	0	0	\$0
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$0	0	0	0	\$0
Motor Pool: (\$ car/day + ## miles/day x \$ rate per mile) x # trips x # days	\$0.00	0	0		\$0
Mileage: .56 per mile * 15 miles = 8.40 per trip * 48 trips * 2 staff = \$806	\$8.400	48		2	\$806
Parking: \$ per day x # of trips x # of days x # of staff	\$0	0	0	0	\$0

Justification:

The Court Specialists will travel to treatment/ housing facilities and community providers each week. They will participate in community events and meet with potential referrals and participants in the field with LVMPD. The estimated travel will help allow the Court Specialists to also collect and maintain appropriate data for the program. The estimated travel is 60 miles a month for 12 months, for a total of 720 miles at \$0.575 for each staff.

Contractual		\$558,402
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Name of Contractor, Subrecipient: Sierra Sage,

Freedom Behavioral Health and Crossroads of Southern Nevada

Total \$558,402

Method of Selection: Currently utilize a Master Contract, therefore we will partner with any provider that can meet the EJDC qualifications and grant flow-downs.

Period of Performance: October 1, 2021 -September 30, 2022

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Scope of Work: The estimated number of participants to be serviced under this funding is 100. The estimated annual cost per client for intake evaluations, medical detox, housing, residential inpatient treatment, group substance abuse counseling, group co-occurring disorders counseling, individual substance abuse counseling, individual mental health counseling, educational assistance, vocational assistance, and specialty groups; counseling/ case management is approximately (\$4324.29) and housing services, 120 days at \$63 x 120 days is \$7,560 per person for housing, for a total of approximately \$11,884.29 per participant. This approximate cost per participant would all us to serve 47 participants. However, since the EJDC is the payor of last resort, meaning the providers bill all insurance companies not all participants will utilize the full amount allowing us to serve more and meet our estimated 100 participants. When referring clients to different providers, we assess for best fit, take into account their insurance, and the providers services. LIMA's primary focus will be to connect participants to providers that utilize their insurance, therefor the majority of the counseling and case management funds will go towards case management (documents, transportation, drug testing at housing), residential and detox treatment, MRT, and non-Medicaid funded services. The majority of outpatient services will not be billed to this funding since outpatient services will primarily go through insurance, if applicable. Originally, all three providers would split the total allocated equally (\$186,134.00), however, based upon case assignment, insurance and funding this could change.

Transitional Housing \$63.00 per day

Inpatient/Residential Treatment \$110-143.00 per day

Medical Detox \$560.00 per day

Intake/Assessment/Orientation \$131.00

Individual Session-Substance Abuse \$60.00

Individual Session-Mental Health \$108.00

Group Session-Substance Abuse \$28.00

Group Session-Mental Health \$29.00

Family Session \$89.00 MRT Books \$25.00

MRT Group Session \$20.00

Personal documents (SS, ID, BC) up to \$60.00

Transportation up to \$100 per participant

Drug Testing: up to \$13.00 per test

* Sole Source Justification: NA

Budget

Personnel	\$0.00
Travel	\$0.00
Total Budget	\$0.00

Method of Accountability:

Define - Describe how the progress and performance of the consultant will be monitored. Identify who is responsible for supervising the consultant's work.

Other	Total:	\$1,522
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Incentives/ Gift Cards \$1500 per year \$1,522

Justification: This would allow the LIMA Program to purchase gift cards for participants to acknowledge their achievements or help with necessary items as they progress in the program. Helping incentivize the prosocial and positive behaviors of the participants.

TOTAL DIRECT CHARGES	\$750,000
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Indirect Charges	Indirect Rate:	0.000%	\$0
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Indirect Methodology N/A

TOTAL BUDGET	Total:	\$750,000
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Form 2

Applicant Name: Eighth Judicial District Court; LIMA
PROPOSED BUDGET SUMMARY
(Form Revised May 2019)

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

FUNDING SOURCES	GMU	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED								
ENTER TOTAL REQUEST	\$750,000							\$750,000

EXPENSE CATEGORY

Personnel	\$189,270							\$189,270
Travel	\$806							\$806
Operating	\$0							\$0
Equipment	\$0							\$0
Contractual/Consultant	\$558,402							\$558,402
Training	\$0							\$0
Other Expenses	\$1,522							\$1,522
Indirect	\$0							\$0

TOTAL EXPENSE	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000
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These boxes should equal 0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Indirect Cost	\$0
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Total Agency Budget	\$750,000
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 \$750,000.00.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred:
 - The following supporting documentation is needed in order to request reimbursement:
 - Must be in an excel format; and
 - Must contain all the following required fields:
 - Provider name,
 - Business location,
 - Level of Care,
 - Client ID,
 - Client Last Name,
 - Client First Name,
 - Client Date of Birth,
 - Client Social Security Number,
 - Date of Service,
 - National Provider Identification Number (NPI),
 - Service Code,
 - Billing Rate,
 - Units Billed,
 - Total Amount Billed by Row,
 - Total Amount Billed by all Services
 - Ensure that all units billed are consistent with billing code requirements
 - For outpatient level of care reimbursement, all charges submitted for reimbursement must be accompanied by following:
 - A financial evaluation, and
 - Insurance application denial.
- Submission is not a guarantee of payment.
- 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:

- Provide technical assistance, upon request from the Subrecipient;
- Provide prior approval of reports or documents to be developed;
- Forward a report to another party, i.e. SAMHSA.
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- The site visit/monitoring schedule will be decided by the Division.
- 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 D
Request for Reimbursement

Agency Ref. #: **SG 25459**
 Budget Account: 3170
 GL: _____
 Draw #: _____

Program Name Division of Public and Behavioral Health Bureau of Behavioral Health Wellness and Prevention	Subrecipient Name: Eighth Judicial District Court Law Enforcement Intervention for Mental Health and Addiction (LIMA)
Address 4126 Technology Way, Suite #200 Carson City, NV 89706-2009	Address: 200 Lewis Avenue Las Vegas, NV 89155 2511
Subaward Period: October 1, 2020 through September 30, 2021	Subrecipient's: EIN: 88-6000028 Vendor #: T81026920AA

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

(must be accompanied by expenditure report/back up)

	Month(s)	Calendar year				
Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$189,270.00	\$0.00	\$0.00	\$0.00	\$189,270.00	0.0%
2. Travel	\$806.00	\$0.00	\$0.00	\$0.00	\$806.00	0.0%
3. Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$558,402.00	\$0.00	\$0.00	\$0.00	\$558,402.00	0.0%
6. Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Other	\$1,522.00	\$0.00	\$0.00	\$0.00	\$1,522.00	0.0%
8. Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
Total	\$750,000.00	\$0.00	\$0.00	\$0.00	\$750,000.00	0.0%

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
INSERT MONTH/QUARTER	\$0.00	\$0.00	\$0.00	\$0.00	\$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 the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.

Authorized Signature _____ Title _____ Date _____

FOR DEPARTMENT USE ONLY

Is program contact required? ☐ Yes ☐ No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

ASO or Bureau Chief (as required): _____

Date _____

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

SECTION E

Audit Information Request

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

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

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

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.

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

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

And

Eighth Judicial District 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

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

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

IN WITNESS WHEREOF, Subrecipient and the Department have agreed to the terms of the above written Addendum as of the effective date of the 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.