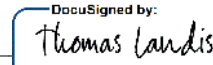
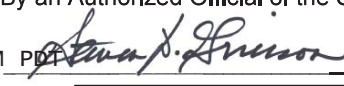


FDP Cost Reimbursement Subaward

Federal Awarding Agency: Other PHS [Type in Agency]		Substance Abuse and Mental Health Administration
Pass-Through Entity (PTE): Board of Regents, Nevada System of Higher Education, obo University of Nevada, Reno		Subrecipient: Eighth Judicial District Court
PTE PI: Michelle Berry	Sub PI: DeNeese Parker	
PTE Federal Award No: H79TI083310	Subaward No: UNR-21-90	
Project Title: Re-Entry Court Program		
Subaward Period of Performance (Budget Period): Start: 01/01/2021 End: 09/29/2021		Amount Funded This Action (USD): \$ 430,908.60
Estimated Project Period (if incrementally funded): Start: End:		Incrementally Estimated Total (USD): \$ 430,908.60

Terms and Conditions

1. PTE hereby awards a cost reimbursable Subaward, (as determined by 2 CFR 200.330), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 30 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Administrative Contact and the Subrecipient's Administrative Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget Bilaterally.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:		By an Authorized Official of the Subrecipient:	
 DocuSigned by: Thomas Landis 261A581D9AC24DE Name: Thomas Landis Title: Grants and Contracts Manager		 Date: 16-Apr-2021 12:10 PM Name: Steven D. Grierson Title: Court Executive Officer	
Date: 4/13/2021		Date: 4/13/2021	

Attachment 1

Certifications and Assurances

Subaward Number:

UNR-21-90

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient 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, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2

Federal Award Terms and Conditions

Subaward Number

UNR-21-90

Required Data Elements

The data elements required by Uniform
Guidance are incorporated as entered.

Awarding Agency Institute (If Applicable)

SAMHSA

Federal Award Issue Date FAIN CFDA No.

09/29/20

6H79TI081732

93.788

CFDA Title

Opioid STR

Key Personnel Per NOA

This Subaward Is:☐

Research & Development

☒

Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

www.samhsa.gov

2. 2 CFR 200 and 45 CFR Part 75.

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions

except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: Additive

Special Terms and Conditions:**Data Sharing and Access:**

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Shall Grant to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: 42 CFR Part 50 Subpart F

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

UNR-21-90

PTE Information

Entity Name: Board of Regents, Nevada System of Higher Education, obo University of Nevada, Reno

Legal Address: 1664 N. Virginia Street, MS 325
Reno, NV 89557

Website: www.unr.edu

PTE Contacts

Central Email: ospadmin@unr.edu

Principal Investigator Name: Michelle Berry

Email: mberry@casat.org

Telephone Number: (775) 784-6265

Administrative Contact Name: Erica Heerschap

Email: ospadmin@unr.edu

Telephone Number: 775-784-4040

COI Contact email (if different to above):

Financial Contact Name: Jennifer Bingham

Email: ospadmin@unr.edu

Telephone Number: 775-784-4040

Email invoices? ☒ Yes ☐ No Invoice email (if different):

Authorized Official Name: Thomas Landis

Email: ospadmin@unr.edu

Telephone Number: 775-784-4040

PI Address:1664 N. Virginia Street, MS 0279
Reno, NV 89557**Administrative Address:**1664 N. Virginia Street, MS 325
Reno, NV 89557**Invoice Address:**1664 N. Virginia Street, MS 325
Reno, NV 89557

Attachment 3B**Research Subaward Agreement
Subrecipient Contacts**

Subaward Number:

UNR-21-90

Subrecipient Information for FFATA reporting

Entity's DUNS Name: 8th Judicial District Court

EIN No.: 88-6000028

Institution Type: State Government

DUNS: 088247465

Currently registered in SAM.gov: ☒ Yes ☐ NoExempt from reporting executive compensation: ☐ Yes ☐ No (if no, complete 3Bpg2)

Parent DUNS:

This section for U.S. Entities:

Zip Code Look-up

Congressional District: NV-001

Zip Code+4: 89155-2511

Place of Performance Address200 Lewis Avenue
Las Vegas, NV 89155-2511**Subrecipient Contacts**

Central Email: GriersonS@clarkcountycourts.us

Website: http://www.clarkcountycourts.us/

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name: DeNeese Parker

Email: parkerd@clarkcountycourts.us

Telephone Number: 702-671-4505

Financial Contact Name: Jennifer Garcia

Email: GarciaJe@clarkcountycourts.us

Telephone Number: 702-671-0790

Invoice Email: GarciaJe@clarkcountycourts.us

Authorized Official Name: Steven Grierson

Email: GriersonS@clarkcountycourts.us

Telephone Number: 702-671-4537

Legal Address:200 Lewis Avenue
Las Vegas, NV 89155-2511**Administrative Address:**200 Lewis Avenue
Las Vegas, NV 89155-2511**Payment Address:**200 Lewis Avenue
Las Vegas, NV 89155-2511

Attachment 4

Reporting and Prior Approval Terms

Subaward Number:

UNR-21-90

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 30 days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact.
- ☐ Annual technical / progress reports will be submitted within 30 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☒ A Final technical/progress report will be submitted to the PTE's Principal Investigator within 30 days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is restricted for this subaward by the: Federal Awarding Agency

Carryover instructions and requirements are as stated by the Federal Awarding Agency guidance or as shown below.

Submit carryover requests to the Administrative Contact.

Other Reports:

- ☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Authorized Official within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

All requests for reimbursement must include backup documentation to support all expenditures claimed for reimbursement.

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:
UNR-21-90

Statement of Work

☐ Below ☒ Attached, 5 pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a Subrecipient Federal Award Project Description

Budget Information

Indirect Information	Indirect Cost Rate (IDC) Applied	0 %	Cost Sharing	No
Rate Type:	Modified Total Direct Costs		If Yes, include Amount: \$	

Budget Details ☐ Below ☒ Attached, 2 pages

Budget Totals

Direct Costs	\$	430,908.60
Indirect Costs	\$	0.00
Total Costs	\$	430,908.60

All amounts are in United States Dollars

SCOPE OF WORK

SOR 2.0

Provider: Eighth Judicial District Court, Specialty Courts

Purpose/Time and Brief Description of the proposed Program/Project: This is a comprehensive community-based program for addressing the opiate overdose epidemic for offenders re-entering the community.

Problem Statement: An estimated 65% of individuals in the US prison or jails have a substance use disorder, and a substantial portion of these individuals are addicted to opioids. Research has established that medication assisted treatment of opioid dependence is more effective and at a lesser cost than incarceration.

Goal 1: Divert participants out of the criminal justice system and into the community for re-entry services to ensure a successful outcome, avoid inappropriate incarceration, re-incarceration, overdose, hospitalization, institutionalization, and placement. Provide identified and/or identified services to at risk individuals.

Outcome Objective 1a: Provide identified therapeutic and/or identified services to at risk individuals		
Activities including Evidence-based Programs	Date due by	Documentation
1. Assess and treat a minimum of 30 adult participants in the program.	Monthly/Annually	Unduplicated program report of individuals served, the number of individuals served, and average length of stay. Evidence that the activity was implemented, including records, meeting minutes, etc.
2. Provide supportive housing to the re-entry adult population in Clark County.	Monthly and annually	Unduplicated program report of individuals who engaged in the program.

		average length of stay.
3. Provide case management to the re-entry adult population in Clark County.	Monthly and annually	Unduplicated program report of individuals served who received the number of services provided (referrals, etc.).
Evaluation: Specialty Court Manager and/or Coordinator will submit monthly progress reports. Additionally, Coordinator will complete Level Data Collection GPRA Tool at baseline, six-month follow-up, and discharge for all clients served with funding and report. Tool takes 30 minutes to complete.		

Outcome Objective 1b: Less than 10% recidivism rate		
Activities including Evidence-based Programs	Date due by	Documentation
1. Provide appropriate evidence based services to participants and tracking their recidivism rates post discharge.	Annually- Every 3, 9, and 12 months post discharge from program- recidivism rates will be reported annually	Coordinator will track conviction 12 months.
Evaluation: Specialty Court Manager and/or Coordinator will submit monthly progress reports. Additionally, Coordinator will use the Level Data Collection GPRA Tool at baseline, six-month follow-up, and discharge for all clients served with funding and report. 30 minutes to complete.		

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

Outcome Objective 2a: Collect and analyze data to ensure there is equity and inclusion for underserved populations.		
Activities including Evidence-based Programs	Date due by	Documentation
1. Collect and examine data by demographics focusing on race, ethnicity, gender and all underserved populations.	Monthly and annually	Unduplicated program report individuals served, their demographic characteristics of underserved SES, chronic homelessness, dis
2. Analyze data and identify who is and is not being referred for screenings into our program and track admissions over time.	Annually	Utilize the collected data and demonstrate how admissions identifying any trends or issues 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	Coordinator will receive complete participants who enter the program monthly progress reports. Coordinator on all participants being referred NRAS score.
4. Assessing the Participant's Perspectives of the program	Annually	Unduplicated program reports reported assessment of the program.
Evaluation: Specialty Court Manager and/or Coordinator will submit monthly progress reports. Additionally, Coordinator will Data Collection GPRA Tool at baseline, six-month follow-up, and discharge for all clients served with funding and report. The Tool minutes to complete.		

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

Outcome Objective 1a: Demonstrate increase in client functioning and an improvement in autonomy.		
Activities including Evidence-based Programs	Date due by	Documentation
1. Complete clinically assessed and recommended services	Annually	Coordinator will complete an 18-months post discharge GPRA and demonstrate an increase in social interaction and decrease in health symptoms. Coordinator will complete discharge and 6-months post discharge GPRA for participants demonstrating an increase in stable/independent housing. Coordinator will collect data to show a decrease in intake to the program.
Evaluation: Specialty Court Manager and/or Coordinator will submit monthly progress reports. Additionally, Coordinator will complete Level Data Collection GPRA Tool at baseline, six-month follow-up, and discharge for all clients served with funding and report. Tool takes 30 minutes to complete.		

Eighth Judicial District Court			
BUDGET NARRATIVE: <u>SOR 2.0</u>			
January 1, 2021 - September 29, 2021			
Budget Category	Details of Expected Expenses	Detailed Cost	Total Costs
1. Salaries			
	The Court Specialist position in the Re-Entry Court Program coordinates all aspects of client admission, coordination of care, treatment oversight, and discharge. The Specialist develops the Court calendars and progress reports, and works closely with each program partner to ensure participants receive the appropriate treatment, case managements, and services, as long as possible to enhance their likelihood of achieving long-term sobriety and stability. This position requires a Master's Degree and clinical licensure. This position also collects the data regarding the program, and measures the program performance.		
		\$ 24,930.40	
Salaries Subtotal			\$ 24,930.40
2. Fringe Benefits			
		\$ 12,263.00	
Fringe Subtotal			\$ 12,263.00
3. Travel			
	The Court Coordinator will travel to treatment/housing facilities each week and participate in a monthly town hall and meet with applicants in NDOC monthly. The estimated travel is 60 miles a month, for 12 months, for a total of 720 miles at \$.575. All reimbursements will follow federal GSA rates.		
		\$ 165.60	
Travel Subtotal			\$ 165.60
4. Supplies			
Supplies Subtotal			\$ -
5. Contractual			

	<p>The estimated number of participants to be serviced with SAPTA funds is 30. 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 (\$4,324.29) and housing services (\$5,400) with our providers is \$9,724.29 per participant. The EJDC is the payor of last resort, meaning the providers bill insurance before they bill the EJDC; however, a current issue we face is that not all of the providers we are contracted with are paneled with all insurance companies. When referring clients to different providers, we assess for best fit, taking into account their insurance, and the providers services. Originally, all three providers would be allocated \$200,968.67; and as cases were assigned based upon insurance and funding, this could change. Transitional Housing \$30.00 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</p>		
		\$ 393,549.60	
Contractual Subtotal			\$ 393,549.60
6. Equipment			
Equipment Subtotal			\$ -
7. a Other (subject to indirect rate)			
a. Other Subtotal			\$ -
7. b. Other (not subject to indirect rate)			
b. Other Subtotal			\$ -
Total Direct Cost			\$ 430,908.60
Modified Total Direct Cost*			\$ 430,908.60
8. Indirect			
	Indirect charged: \$ x 10% =	\$ -	
Indirect Subtotal			\$ -
TOTAL COST			\$ 430,908.60

Attachment 6

Notice of Award (NOA) and any additional documents



The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.



Not incorporating the NOA or any additional documentation to this Subaward.

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
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.

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

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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- 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 \$7,542,400.36
- 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:

- The Bureau will provide or accomplish to ensure successful completion of this project, by:
 - Providing technical assistance, upon request from the Subgrantee;
 - Providing prior approval of reports or documents to be developed;
- The Division reserves the right to hold reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Division.

Both parties agree:

- The site visit/monitoring schedule will be performed on a monthly basis.
- 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 Division are SUBJECT TO AUDIT. This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

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 F

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

And

Board of Regents, NSHE, obo University of Nevada Reno (CASAT),

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.

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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.

Steve Sisolak
Governor

Richard Whitley, MS
Director



**DEPARTMENT OF
HEALTH AND HUMAN SERVICES**
Division of Public and Behavioral Health
Helping people. It's who we are and what we do.



Lisa Sherych
Administrator

Ihsan Azzam, Ph.D., M.D.
Chief Medical Officer

DATE: October 13, 2020

MEMORANDUM

TO: Christina Hadwick, ASO IV
Division of Public and Behavioral Health

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

FROM: Kim Riggs, Health Program Specialist I
Bureau of Behavioral Health Wellness and Prevention

SUBJECT: REQUEST FOR RETROACTIVE APPROVAL

This memorandum requests that the following subgrant SG 25020 be approved for a retroactive start.

The following information is required:

- Name of Subrecipient: Board of Regents, NSHE, obo University of Nevada Reno (CASAT)
- Services to be provided: Statewide
- Funding source and expenditure category: BA 3170, CAT 31, State Opioid Response (SOR 2.0)
- Requested start date of work: September 30, 2020
- Expected execution date of agreement: October 16, 2020
- Detailed explanation as to why a retroactive agreement is necessary:

The Board of Regents, NSHE, obo University of Nevada Reno (CASAT). The Bureau of Behavioral Health Wellness and Prevention (BBHWP) will be passing through a portion of the Nevada State Opioid Response (SOR) grant to the Board of Regents-UNR, Center for the Application of Substance Abuse Technologies (CASAT) to provide grant management services.

The SOR official notification from the Department of Health and Human services Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment was not timely due to required grant clarification of submitted information. This request for retroactive approval will assist in the necessary oversight of the SOR funding.

- Reason(s) why the agreement was not submitted timely: The official Department of Health and Human services Substance Abuse and Mental Health Services Administration (SAMHSA) notification was received later than expected due to required information to be provided to SAMHSA for approval of grant funding.
- Describe the impact to the program/services if this work is not started prior to the execution of the agreement: The ongoing Opioid services throughout Nevada are extremely important and any halt in work could greatly impact partnerships and services for patients in addressing opioid use disorder in Nevada.
- Explain how the program/bureau will prevent future retroactive requests: As funding for this position/work is being moved to federal funds, the end date for this award will be closely monitored and a new subaward will be developed in an appropriate amount of time, to reduce any chance of a gap in work/services.

If you have any questions, please contact Kim Riggs, k.riggs@health.nv.gov

cc: Contract Unit
Division of Public and Behavioral Health