

State of Nevada Department of Health and Human Services

Division of Public & Behavioral Health

(hereinafter referred to as the Department)

Agency Ref. #: SG 25259 3170 Budget Account: 10 Category: 8503 GL: _____ Job Number: GFUND

NOTICE OF SUBAWARD

Subrecipient's Name:

Program Name:	Subrecipient's Name:									
Division of Public and Behavioral Health Bureau of Behavioral Health Wellness and Prevention				Clark County Eighth Judicial District Court DeNeese Parker - parkerd@clarkcountycourts.us						
Address:				Address:						
4126 Technology Way, Suite 200 Carson City, NV 89706-2009		2	200 Lewis Avenue Las Vegas, NV 89155-0001							
Subaward Period:				ient's:						
July 1, 2021 through June 30, 2022					8-6000028			- 1		
			D		81026920AH B8247465			- 1		
Purpose of Award: Provide comprehensive cor	americally based or	rogram designe				dress und	lerlyina			
substance abuse issues.	ilitiutiliy-baseu pi	ogram designe	50 10 160	dec the time art me,	Vidual to intodictoration and on					
Region(s) to be served: ☐ Statewide ☒ Spec	cific county or cou	ınties: Clark C	ounty							
Approved Budget Categories			FED	ERAL AWARD CO		- 1	s l	0.00		
1. Personnel		\$0.00	1 lotal	Obligated by this A	ction: s this Budget Period:	- 1	\$	0.00		
			Total	Federal Funds Aw			\$	0.00		
2. Travel		\$0.00	Mato	h Required □ Y			_ ا _			
3. Operating		\$0.00	Amo	unt Required this A	ction:		\$ \$	0.00		
4. Equipment		\$0.00		unt Required Prior A			\$ _	0.00		
5. Contractual/Consultant	\$1,3	00,000.00	Rese	earch and Developn	nent (R&D) □ Y 図 N					
6. Training		\$0.00	H N/A					- 1		
7. Other		\$0.00	Federal Project Period:					- 1		
TOTAL DIRECT COSTS	\$1,3	00,000.00	N/A							
8. Indirect Costs		\$0.00	FOR	AGENCY USE, O	NLY					
TOTAL APPROVED BUDGET	\$1,3	00,000.00								
Source of Funds: State Fiscal Year 2022 State General Funds	2 Fun	6 CFDA	7:	FAIN:	Federal Grant #:	Federa Date by	I Grant ederal			
State Fiscal Foat 2022 State School Faire	100	0% N/A		N/A	N/A		N/A	- 1		
7.40		recipient Approved Indirect Rate: N/A								
Agency Approved Indirect Rate: 7.4%	Sub	recipient App	rovea in	Idirect 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:					ormation Request;					
	Section A: Grant Conditions and Assurances;				Former State Employee Disc					
Section B: Description of Services, Scope o	Eletante mant Daties		1 Sec	ction G: DHHS C	onfidentiality Addendum; an	iu				
Section C: Budget and Financial Reporting Requirements; Section D: Request for Reimbursement:										
Section D: Request for Reimbursement;		erables;								
1 1 1 1 1 1		erables;		Signatu	re			Date		
Section D: Request for Reimbursement; Name Steve Grierson,		A.		X QP	re		6/2	Date Date		
Section D: Request for Reimbursement; Name Steve Grierson, Court Executive Officer		A.	in	X QP	re		6/3	0ate 9/2/		
Section D: Request for Reimbursement; Name Steve Grierson,		A.		X QP	re		6/3	9/2/		
Section D: Request for Reimbursement; Name Steve Grierson, Court Executive Officer Brook Adie,		A.		X QP	re		6/3	9/2/		

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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.
- 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.

- 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).
- 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).
- 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.
- 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).

- 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:
 - o The introduction or formulation of federal, state or local legislation; or
 - o 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;
 - o 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 <u>may</u>, to the extent and in the <u>manner</u> <u>authorized in its grant</u>, 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;
 - o 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.

SECTION B

Description of Services, Scope of Work and Deliverables

Problem Statement: Clark County lacks sufficient funding for residential inpatient substance abuse treatment and supportive transitional housing beds for criminal justice referred individuals. Currently, providers have the capacity to place all individuals requiring inpatient treatment and transitional housing; however, due to a lack of funding, individuals remain in the Clark County Detention Center (CCDC) awaiting substance abuse treatment and housing for up to 4-6 months. The Eighth Judicial District Court, SAPTA Jail De-Population Grant is designed to identify and serve approximately three hundred (500) individuals per calendar year, for a minimum of 12 months of housing and residential treatment, from the Eighth Judicial District Court. This grant is designed to; transport, treat, house, and case manage the participants, therefore assisting them in re-engaging in society and becoming independent productive members in the community. This grant allows for the court to take a holistic treatment approach with participants in the court system and currently housed in the Clark County Detention Center (CCDC).

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

Scope of Work for Eighth Judicial District Court

Goal 1: To increase residential inpatient treatment and supportive transitional housing capacity for criminal justice referred individuals.

Objective	Activities	<u>Due Date</u>	Documentation Needed			
spend in CCDC.	Facilitate client placement into inpatient Residential Treatment decreasing the time spent incarcerated while awaiting treatment. Remove participants from detainment and place participants into Coordinated Care	6/30/2022	Providers will submit a monthly spreadsheet documenting the date they received the court ordered referral, and the date the participant was placed into residential inpatient treatment.			

Goal 2: Increase engagement in treatment.

Objective	Activities	Due Date	Documentation Needed
Successful completion of treatment and specialty court program.	70% successful completion from residential inpatient treatment. 70% successful completion of transitional housing resulting in individual housing and self-sustainment.	06/30/2022	1. Provider will provide the court with a 30 ASAM monthly, justifying admit, continued state or discharge from residential inpatient treatment. Coordinator will track each participant discharge status (i.e., Successful, unsuccessful, absconded, etc.) 2. Provider will document participant's progress in in transitional housing (essential documents, vocational services, educational services, employment gained, financial stability, etc.) monthly, and coordinator will track participant's completion of transitional housing (i.e., Successful, unsuccessful, extension, and stable

Goal 3: Decrease the cost per day spent by local government on incarceration.

Objective	Activities	Due Date	Documentation Needed
Decrease the amount of money CCDC spends on incarcerating participants verses housing and treating the participants.	 Place 500 participants in treatment and out of detention, decreasing the cost per day spent by local government. 	06/30/2022	Quarterly cost analysis comparing residential inpatient treatment and supportive transitional housing to CCDC's housing cost per day (\$190.00).

Evaluation: Specialty Court's Coordinators will monitor the placement of the participants. A Specialty Court Coordinator will be specifically assigned to oversee the participants in placement, their progress, and outcomes, along with collect and compile the data from the providers. The Specialty Court Coordinator will report the progress to the Specialty Court Administrator and the team, monthly and complete quarterly reports.

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through State Fiscal Year 2022 State General Fund. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor the State of Nevada".

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number SG 25259 by State Fiscal Year 2022 State General Fund.

Subrecipient agrees to adhere to the following budget:

Applicant Name: Eighth Judicial District Court

BUDGET NARRATIVE SFY 2022

Total Personnel Costs	Total Fringe Cost \$		including fringe	Total:	Total Salary Cost:	\$	
	Total Budgeted FTE	0					
Travel				Total:		\$	1 00
Operating				Total:		\$	
Equipment				Total:		\$	-
Contractual						\$ 1,300,000.0	00

Identify project workers who are not regular employees of the organization. Include costs of labor, travel, per diem, or other costs.

Collaborative projects with multiple partners should expand this category to break out personnel, travel, equipment, etc., for each site. Subawards or mini-grants that are a component of a larger project or program may be included here but require special justification as to the merits of the applicant serving as a "pass-through" entity, and its capacity to do so.

Name of Contractor, Subrecipient:

Total \$ 433,333.00

Freedom Behavioral Health

Method of Selection: FD-6- open contract based on qualifications

Period of Performance: July 1, 2021-June 30, 2022

Scope of Work: The services under Contractual Consultant consist of: The services under Contractual Consultant consist of:

Coordinated Care/Transitional Housing: The provider will be paid at the rate of \$30.00 per day, per resident for the Coordinated Care Program. In-Patient Residential Placements: The provider will be paid at the rate between \$110.00 and \$141.00 per day, per participant for Residential Placements

Drug Testing: The provider shall be paid \$13.00 per screening and \$10.00 per confirmation of positive drug tests.

Transportation: The provider shall be paid up to \$100 per participant, each month for transportation, i.e., Bus passes and/or transporting the participant to treatment, medical appointments, and other appointments for school and/or work. The provider must document the bus passes given to the participant and/or the mileage used to and describe the travel.

Medical Detox (MAT): The provider shall be paid \$560 per day per patient for the Step down Beds as set forth above.

Identification Documents: PROVIDER will assist residents in need of identification documents required to obtain permanent housing and employment, including but not limited social security cards, birth certificates and state identification cards. Documents will typically range from \$5.00-\$60.00.

* Sole Source Justification: Define if sole source method, based upon qualifications and the Eighth Judicial District Court will contract with additional providers if they meet all qualifications.

 Budget
 \$433,333.00

 Total Budget
 \$433,333.00

Method of Accountability:

Eighth Judicial District Court staff will review and approve invoices for payment

Name of Contractor, Subrecipient:

Total \$ 433,333.00

CrossRoads of Southern Nevada

Method of Selection: FD-6- open contract based on qualifications

Period of Performance: July 1, 2021-June 30, 2022

Scope of Work: The services under Contractual Consultant consist of: The services under Contractual Consultant consist of:

Coordinated Care/Transitional Housing: The provider will be paid at the rate of \$30.00 per day, per resident for the Coordinated Care Program. In-Patient Residential Placements: The provider will be paid at the rate between \$110.00 and \$141.00 per day, per participant for Residential Placements.

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* Sole Source Justification: Define if sole source method, based upon qualifications and the Eighth Judicial District Court will contract with additional providers if they meet all qualifications.

 Budget
 \$433,333.00

 Total Budget
 \$433,333.00

Method of Accountability:

Eighth Judicial District Court staff will review and approve invoices for payment.

Name of Contractor, Subrecipient:

Total \$433,334.00

Las Vegas Recovery Center/Sierra Sage

Method of Selection: FD-6- open contract based on qualifications

Period of Performance: July 1, 2021-June 30, 2022

Scope of Work: The services under Contractual Consultant consist of: The services under Contractual Consultant consist of:

Coordinated Care/Transitional Housing: The provider will be paid at the rate of \$30.00 per day, per resident for the Coordinated Care Program. In-Patient Residential Placements: The provider will be paid at the rate between \$110.00 and \$141.00 per day, per participant for Residential Placements.

Drug Testing: The provider shall be paid \$13.00 per screening and \$10.00 per confirmation of positive drug tests.

Transportation: The provider shall be paid up to \$100 per participant, each month for transportation, i.e., Bus passes and/or transporting the participant to treatment, medical appointments, and other appointments for school and/or work. The provider must document the bus passes given to the participant and/or the mileage used to and describe the travel.

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* Sole Source Justification: Define if sole source method, based upon qualifications and the Eighth Judicial District Court will contract with additional providers if they meet all qualifications.

 Budget
 \$433,334.00

 Total Budget
 \$433,334.00

 Method of Accountability:
 \$433,334.00

Eighth Judicial District Court staff will review and approve invoices for payment

Eighth budicial District Count staff will review and approve involces for payment.

 Indirect Charges
 Indirect Rate:
 0.000%
 \$

 Indirect Methodology: N/A
 Total:
 \$ 1,300,000.00

TOTAL DIRECT CHARGES

\$ 1,300,000.00

Applicant Name: Eighth Judicial District Court
PROPOSED BUDGET SUMMARY SFY 2022

Form 2

A.

PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERIDE - SEE INSTRUCTIONS

FUNDING SOURCES	State Fiscal Year 2022 General Funds	Other Funding	Other Funding	Program Income	TOTAL				
SECURED									
ENTER TOTAL REQUEST	\$1,300,000.00								\$1,300,000.00
EXPENSE CATEGORY									
Personnel	\$ -				I				\$ -
Travel	\$ -								\$ -
Operating	\$ -								\$ -
Equipment	\$ -								\$ -
Contractual/Consultant	\$1,300,000.00								\$1,300,000.00
Training	\$ -								\$ -
Other Expenses	\$ -								\$ -
Indirect	\$ -								\$ -
TOTAL EXPENSE	\$ 1,300,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,300,000.00
These boxes should equal 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Indirect Cost	\$ -	ľ					Total	Agency Budget	\$1,300,000.00
		2					Percent of Subr	ecipient Budget	100%

R	Explain	anv	itame	noted	96	nonding	

C. Program Income Calculation:

Subaward Packet (Only Clark - CA) Revised 6/19 Page 8 of 14

Agency Ref.#: SG 25259

- 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/state 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 \$1,300,000.00
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

- Identify specific items the program or Bureau must provide or accomplish to ensure successful completion of this project, such as:
 - Providing technical assistance, upon request from the Subrecipient;
 - Providing prior approval of reports or documents to be developed;
- 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 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 monthly, based on the terms of the subaward agreement, no later than the 15th of the month.
- Reimbursement is based on <u>actual</u> 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.

Agency Ref. #: SG 25259

Budget Account: 3170/10

GL: 8503

Draw #:

SECTION D Request for Reimbursement

Program Name:				Subrecipient N						
Division of Public and Behavioral Health				Clark County Eighth Judicial District Court						
Bureau of Behavioral Health Wellness and Prevention Address:				DeNeese Parker - parkerd@clarkcountycourts.us Address:						
4126 Technology Way, Suite 200				<u>laaress:</u> 200 Lewis Aven	110					
Carson City, NV 89706-2009			- 1	as Vegas, NV		01				
Subaward Period:				Subrecipient's:		-				
July 1, 2021 through June 30, 2022			10.5		N: 88-600	0028				
				Vendor	#: T81026	920AH				
		L REPORT AN								
	Month(s)		cu by cx			alendar year				
	Α	В		С		D	E	F		
Approved Budget	Approved	Total Price	or	Current	Ye	ar to Date	Budget	Percent		
Category	Budget	Requests	8	Request		Total	Balance	Expended		
					_			-жронава		
1. Personnel	\$ -	\$	- \$	-	\$		\$ -			
2. Travel	\$ -	\$	- \$	-	\$	~	\$ -	-		
3. Operating	\$ -	\$	- 8	-	\$		\$ -	-		
4. Equipment	\$ -	\$	- \$	-	\$	base .	\$ -	_		
5. Contractual/Consultant	\$1,300,000.00	\$	- \$	-	\$	_	\$1,300,000.00	0.0%		
6. Training	\$ -	\$	- 5	-	\$	~	\$ -	-		
7. Other	\$ -	\$	- \$	-	\$		\$ -			
8. Indirect	\$ -	\$	- \$	5 -	\$	-	\$ -			
Total	\$1,300,000.00	\$	_	5 -	\$		\$1,300,000.00	0.0%		
positioning agreems arrange absolute designation and adjust		A.A. M.	4-14							
I, a duty authorized signatory for the disbursements and cash receipts are	for the purposes and	objectives set for	orth in th	e terms and co	nditions o	f the grant awar	d; and that the amount	of this request		
is not in excess of current needs or, information, or the omission of any n I verify that the cost allocation and by	naterial fact, may subje	ect me to crimina	al, civil or	e total approved r administrative	d grant aw penalties	ard. I am awar for fraud, false	e that any false, fictitiou statements, false claim	is or fraudulent s, or otherwise.		
V (//	Lesson	attached is cone		KIELLIT	VS O	ffic3K	6/20	/21		
Authorized Signature		Ti	tle	10001.		1,0	Date	101		
rational digitator		FOR DEPART		USE ONLY			Date			
Is program contact required?	YesNo	Contact Persor	ı:							
Reason for contact:				_						
Scope of Work review/approval date										
ASO or Bureau Chief (as required):										

Audit Information Request

1.	. Non-Federal entities that <u>expend</u> \$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 durin organization's most recent fiscal year?	ng your	☐ YES	□ио		
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.

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 <u>not</u> receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any o	urrent	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	Ø	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						
Subrecip Departm		grees that any employees listed cannot perform work until approval has been given from the						
Complia	nce w	ith this section is acknowledged by signing the subaward cover page of this packet.						

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

And

Clark County 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:

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.
- 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. <u>TERM</u>

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
- The Subrecipient has obtained written approval from the Department.

VI. OBLIGATIONS OF CONTRACTOR

- 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.
- 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.