APPENDIX G2a

Nevada Department of Health and Human Services
Mental Health and Developmental Services
(hereinafter referred to as the DIVISION)
Substance Abuse Prevention and Treatment Agency

Subgrant #: _____
Budget Account #: _____
Category #: _____
GL #: _____

NOTICE OF SUBGRANT AWARD
PREVENTION SERVICES

Agency: Substance Abuse Prevention and Treatment Agency (SAPTA)	**Subgrantee Name:**
Address: 4126 Technology Way, 2nd Floor Carson City, NV 89706	**Address:**
Subgrant Period:	**Subgrantee EIN#:** **Subgrantee Vendor#:**

Reason for Award: To fund accessible and affordable substance abuse prevention services as defined by the provider's scope of work agreement.

County(ies) to be served:

Approved Budget Categories:

1. Personnel	**$**
2. Contractual/Consultant	**$**
3. Travel	**$**
4. Training	**$**
5. Operating	**$**
6. Other	**$** _____
Total Cost	**$**

Disbursement of funds will be as follows:
Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures *specific to this subgrant*. Total reimbursement will not exceed **$xx.xx** during the subgrant period.

Source of Funds:	**Amount:**	**% of Funds:**	**CFDA#:**	**Federal Grant #:**
1. SAPT Block Grant			93.959	B1 NVSAPT
2. State General Funds – SPI			----	----
3. State General Funds - METH			----	----

Terms and Conditions
In accepting these grant funds, it is understood that:
1. Expenditures must comply with appropriate state and/or federal regulations.
2. This award is subject to the availability of appropriate funds.
3. Recipient of these funds agrees to stipulations listed in Sections A-C, and Attachments A-C of this subgrant award.

	Signature	Date
Authorized Subgrantee Official Title:		
Deborah McBride, MBA Agency Director		
Mental Health and Developmental Services Administration		

DIVISION OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES
SUBSTANCE ABUSE PREVENTION AND TREATMENT AGENCY
NOTICE OF SUBGRANT AWARD
SECTION A
Assurances

As a condition of receiving subgranted funds from the Substance Abuse Prevention and Treatment Agency, the Subgrantee agrees to the following conditions:

1. Subgrantee agrees grant funds may not be used for other than the awarded purpose. In the event Subgrantee expenditures do not comply with this condition, that portion not in compliance will not be reimbursed to the subgrantee or must be refunded to the Division.

2. Subgrantee acknowledges the continuation of this subgrant is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources.

3. Subgrantee agrees to submit reimbursement requests for only expenditures approved in the spending plan. Any additional expenditure(s) beyond what is allowable based on approved categorical budget amounts, without prior written approval by the Division, may result in denial of reimbursement.

4. Approval of subgrant budget by the Division constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Requests to revise the approved subgrant must be made *in writing* using the appropriate forms and provide sufficient narrative detail to determine justification. Expenses that are incurred without prior SAPTA approval may not be reimbursed. SAPTA has the authority to require an amendment for any change, but will generally follow these parameters in the process of determining whether an amendment is needed:
    a. Any overall increases or decreases to the award will require an amendment.
    b. All increases to the Personnel category will require an amendment.
    c. Any changes to the Scope of Work will require an amendment.
    d. As long as there are no changes to the Scope of Work, increases to Personnel, or overall changes to the subgrant amount, minor categorical changes (including shifting funds to previously unfunded categories) can be accomplished as a simple change request.
    e. Numerous changes to the budget over the course of the budget period and the nature of the changes could result in SAPTA requiring an amendment.

5. Any changes to the approved subgrant that will result in an amendment must be received 90 days prior to the end of the subgrant period (no later than March 30th) and completed 60 days prior to the end of the subgrant period (no later than April 30th). Amendment requests received after the 90 day deadline will be denied.

6. Recipients of subgrants are required to maintain subgrant accounting records, identifiable by subgrant number. Such records shall be maintained in accordance with the following:
    a. Records may be destroyed by the subgrantee five (5) calendar years after the final financial and narrative reports have been submitted to the Division.
    b. In all cases an overriding requirement exists to retain records until notified in writing of resolution of any audit questions relating to individual subgrants.

    Subgrant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this Subgrant Award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the subgrant activity.

7. Subgrantee agrees to disclose any existing or potential conflicts of interest, as outlined in the SAPTA Conflict of Interest Policy Statement, relative to the performance of services resulting from this subgrant award. The Division reserves the right to disqualify any grantee on the grounds of actual or apparent conflict of interest. Any attempt to

intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.

8. Subgrantee agrees to comply 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 or offeror for employment because of race, national origin, creed, color, gender, religion, age, sexual preference, disability or handicap condition (including AIDS and AIDS-related conditions).

9. Subgrantee agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

10. Subgrantee agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the subgrant award includes functions or activities that involve the use or disclosure of Protected Health Information, the Subgrantee agrees to enter into a Business Associate Agreement with the Division, as required by 45 C.F.R 164.504 (e).

11. Subgrantee certifies, by signing this subgrant, that neither it 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). This provision shall be required of every subgrantee receiving any payment in whole or in part from federal funds.

12. Subgrantee agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
    a. any federal, state, county or local agency, legislature, commission, counsel, or board;
    b. any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
    c. any officer or employee of any federal, state, county or local agency, legislature, commission, counsel, or board.
    d. failure to comply will result in disqualification of future funding and/or termination of current funding.

13. Division subgrants are subject to inspection and audit by representatives of the Division, Nevada Department of Health and Human Services, the State Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to:
    a. verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
    b. ascertain whether policies, plans and procedures are being followed;
    c. provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically;
    d. determine reliability of financial aspects of the conduct of the project; and
    e. chapter 218 of the NRS states that the Legislative Auditor, as directed by the Legislative Commission pursuant to NRS 218.850, shall conduct a special audit of an entity which is not an agency of this State but which receives an appropriation of public money during any fiscal year. The subgrantee agrees to make available to the Legislative Auditor of the State of Nevada all books, accounts, claims, reports, vouchers or other records of information that the Legislative Auditor determines to be necessary to conduct an audit pursuant to NRS 218.

14. Any audit of Subgrantee's expenditures will be performed in accordance with Generally Accepted Government Auditing Standards to determine there is proper accounting for and use of subgrant funds. It is the policy of the Division (as well as a federal requirement as specified in the Office of Management and Budget (OMB) Circular A-133 [Revised June 27th, 2003]) that each grantee annually expending $500,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A copy of the final signed audit report must be sent to the Substance Abuse Prevention and Treatment Agency, Attn: Grants and Projects Analyst, 4126 Technology Way, 2nd Floor, Carson City, NV 89706, within nine (9)

months of the close of the Subgrantee's fiscal year. Failure to comply may result in consequences such as the withholding of reimbursement requests, disqualification of future funding and/or termination of current funding.

The Division's Policy requires that for subgrantees not required to have an audit under OMB A-133, a Limited Scope Audit on Agreed Upon Procedures must be conducted for that year by an independent, licensed Certified Public Accountant, using American Institute of Certified Public Accountants (AICPA) generally accepted auditing standards (GAAS) or attestation standards. A copy of the limited scope report must be sent to the Substance Abuse Prevention & Treatment Agency, Attn: Grants & Projects Analyst, 4126 Technology Way, 2nd Floor, Carson City, NV, 89706, within nine (9) months of the close of the Subgrantee's fiscal year. Failure to comply may result in consequences such as the withholding of reimbursement requests, disqualification of future funding, and/or termination of current funding.

15. Subgrantee shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. Subgrantee shall provide proof of worker's compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive. Commercial general liability insurance shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The Substance Abuse Prevention and Treatment Agency shall be named as the Certificate Holder on the Certificate of Liability Insurance.

16. Subgrantee agrees to identify the source of funding on all printed and electronic documents purchased or produced within the scope of this subgrant, using the current Division approved attribution statement that is applicable to the appropriate funding sources.

17. Subgrantees are required to report within 24 hours the occurrence of an incident, following SAPTA policy, which may cause imminent danger to the health or safety of the clients, participants, staff of the program, or a visitor to the program. [NAC 458.153 3(e)

18. Subgrantees shall adhere to the requirements of the Federal Funding Accountability and Transparency Act, wherein it stipulates that programs are not eligible for funding unless they have a Dun and Bradstreet Universal Number System (DUNS) number and maintain current registration with the Central Contractor Registry (CCR).

19. Subgrantee agrees to comply with the following:
    1) Provide a copy of letters of engagement, audit reports and management letters within 10 days of receipt and acceptance by the organization's governing authority. This includes a copy of any corrective action resulting from discrepancies identified by the audit;
    2) Be a "smoke, alcohol, and other drug free" environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed;
    3) Have documentation on file verifying Nevada Repository and FBI background checks were conducted on all staff, volunteers, and consultants, if subgrantee serves minors with funds awarded through this subgrant;
    4) 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 (GAAP) principles;
    5) Comply with all applicable rules, regulations, requirements, guidelines, and policies and procedures contained within:
        a. 45 CFR Part 74,
        b. OMB Circular A-133,
        c. Funding source requirements,
        d. All other federal rules related to federal funding,
        e. Chapter 458 of the Nevada Revised Statutes,
        f. Chapter 458 of the Nevada Administrative Code,
        g. Mental Health and Developmental Services,
        h. Substance Abuse Prevention and Treatment Agency,
        i. All applicable state regulations and policies, and
        j. All terms listed within this award.
    6) Subgrantees are required to pass through these requirements to any subrecipients.

7) Subgrantees are required under A-133 to notify any subrecipients of federal funding, including at least the CFDA number.
8) Subgrantees must notify any subrecipients of requirements imposed on them by Federal laws and regulations.

20. Any condition listed within the subgrant award that is not met may result in consequences such as SAPTA withholding payment of any request for reimbursement, disqualification of future funding, and/or termination of current funding.

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DIVISION OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES
SUBSTANCE ABUSE PREVENTION AND TREATMENT AGENCY
NOTICE OF SUBGRANT AWARD
SECTION B
Prevention Services Additional Assurances

Subgrantees providing **Prevention services** also agree to:

1) Implement the CSAP's Strategic Prevention Framework Planning Process;
2) Solicit representatives from local substance abuse prevention programs to become coalition members and assist with efforts to implement the CSAP's Strategic Prevention Framework Planning Process;
3) Participate in reporting all required data and information through NHIPPS and to the evaluation team as required;
4) Coalition subrecipients must enter Session Activity Data records at the start of each recurring program iteration;
5) Provide a program representative to attend Prevention training as listed below:
   a. All full time staff must annually complete a minimum of eight (8) hours of training
   b. All part time staff must annually complete a minimum for four (4) hours of training; and
6) Participate in the implementation of evidence-based prevention programs, strategies, policies, and practices, and use the Prevention Program Operating and Access Standards as the basis for program, workforce, and agency development.
7) Participate in the implementation of the Nevada Survey for Prevention Programs (pre/post test) by all subrecipients offering recurring direct service prevention programs; ensure that completed surveys are submitted to the SAPTA office immediately following submittal by subrecipients.
8) Restrictions on Expenditure of Funds: Subgrantees will NOT expend SAPTA funds, including Federal Substance Abuse Prevention and Treatment Block Grant Funds for any of the following purposes:
   a. To purchase or improve land: purchase, construct, or permanently improve, other than minor remodeling, any building or other facility; or purchase major medical equipment.
   b. To make purchases, including equipment, over $1,000.
   c. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds.
   d. To provide financial assistance to any entity other than a public or nonprofit private entity.
9) Certification must be current and fee paid prior to release of certificate in order to receive funding from the Division. Failure to comply will result in SAPTA withholding payment of any requests for reimbursement and refusal to obtain and/or maintain certification may result in disqualification of future funding and/or termination of current funding.

FUNDING SOURCE INFORMATION:

A. Substance Abuse Prevention and Treatment Block Grant (SAPTBG): According to SAPTBG, these funds are available to support all types of treatment and prevention for both alcohol and other drug abuse.
B. Methamphetamine Prevention Education and Public Awareness (Meth): The purpose of this funding is to provide prevention efforts at the community level statewide that are focused on reducing the incidence of methamphetamine use.
C. State Prevention Infrastructure (SPI): The purpose of this funding is the implementation of evidence based direct service substance abuse prevention programs, practices, and strategies at the community level.

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DIVISION OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES
SUBSTANCE ABUSE PREVENTION AND TREATMENT AGENCY
NOTICE OF SUBGRANT AWARD
SECTION C

Description of services, scope of work, deliverables and reimbursement

Subgrantee Name, hereinafter referred to as Subgrantee, agrees to provide the following services and reports according to the identified timeframes:

Provide all services as identified in the scope of work (Attachment A).

Conditions:

1) Coalitions will process subrecipient reimbursement requests within 10 business days.
2) Coalitions will pay subrecipients within 5 business days of receipt of payment from SAPTA.
3) Coalitions will submit any signed and executed subrecipient grant awards to SAPTA immediately, but no later than June 30, 2011.
4) Coalitions will submit any signed and executed subrecipient amendments to SAPTA immediately, but no later than April 30, 2012.
5) Quarterly reports will be due quarterly by the 1st of the second month following each quarter (i.e., November 1, 2011; February 1, 2012; May 1, 2012; and August 1, 2012).
6) Any items purchased that extend beyond the subgrant period (including, but not limited to, supplies, computers, monitors, televisions, and any other furniture or equipment) regardless of cost must be maintained on an inventory list by the subgrantee. Prior to reimbursement a copy of the packing list and a list of serial numbers and models must be submitted to SAPTA. The items must be able to be independently verified by location and serial number. SAPTA reserves the right to request equipment purchased using SAPTA funds be returned to SAPTA for use in another program.

Subgrantee agrees to adhere to the following budget:

APPROVED BUDGET CATEGORIES include:

Personnel	$	
Consultants/Contracts	$	
Travel	$	
Training	$	
Operating	$	
Other	$	_____
Total Cost	**$**	

REIMBURSEMENT shall be on the following basis:

- A Request for Reimbursement will be submitted electronically via the Nevada Health Information Provider Performance System (NHIPPS), and will include only items contained within the subgrant documents, not to exceed **$xx.xx**. Requests for advance of payment will not be considered or allowed.
- Subgrantee will enter all required data into NHIPPS and submit any required reporting prior to submitting an electronic reimbursement request.
- Subgrantee will submit, via NHIPPS, the Request for Reimbursement and a supporting schedule summarizing the total amount and type of expenditures made during the reporting period within 15 days following the end of each month. A request must be submitted as a zero dollar request if no expenses were incurred during the month.
- Subgrantee agrees that submittal of the electronic reimbursement request constitutes an electronic signature and indicates that all source documentation is approved and on file with original signature when required.
- Subgrantee must retain copies of approved travel claims, consultant invoices, payroll register indicating title, receipts for goods purchased, and any other relevant source documentation in support of reimbursement requests. The amount requested cannot exceed the amount of the actual expenditure.
- Additional expenditure detail will be provided upon request from SAPTA. If additional detail or copies of backup documentation are requested by SAPTA, the information will be required to be given within 10 business days of the request. Any costs requested without sufficient approved backup will be denied until such support can be produced.

- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees.
- Contracts, including lease agreements must be received by SAPTA prior to reimbursement payments.
- SAPTA has the right to withhold reimbursement if any of the terms of the subgrant are not met, including the scope of work.

Additionally, the subgrantee agrees to provide:

- A final Request for Reimbursement to SAPTA within **20 days** of the CLOSE OF THE SUBGRANT PERIOD. Any unobligated funds shall be returned to the Division at that time, or if not already requested, shall be deducted from the final award.

SAPTA agrees to:

- Process Requests for Reimbursement in a timely manner.
- Provide technical assistance to ensure compliance with subgrant and to maintain program integrity.
- SAPTA reserves the right to reject requests for reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by SAPTA.

Both parties agree: Program Compliance and Fiscal Monitors are a condition of receipt of SAPTA funding. Programs receiving SAPTA funding are required to participate in both the certification and the monitor processes. Failure to comply will result in disqualification of future funding and/or termination of current funding.

A monitor is regulatory in nature and the purpose of a SAPTA monitor is to accomplish the following:

- Verify that alcohol and drug abuse funds are being utilized as identified in grant award documents.
- Ensure that SAPTA funds programs in compliance with state and federal requirements and restrictions.
- Identify problems or difficulties at an early point in time.
- Coordinate the efficient delivery of services to Nevada's population.

All reports of expenditures and requests for reimbursement processed by SAPTA are SUBJECT TO AUDIT.

This subgrant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award, 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.

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