

DOUGLAS COUNTY, NV

2015-868605

This is a no fee document

NO FEE

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DOUGLAS CO/CHINA SPRINGS

Pgs=27

Assessor's Parcel Number: N/A

Date: AUGUST 24, 2015

Recording Requested By:

Name: WENDY GARRISON, CHINA SPRING

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A



00021074201508686050270272

KAREN ELLISON, RECORDER

NOTICE OF SUBGRANT AWARD #2015.176

(Title of Document)



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

HD #: 14965  
Budget Account: 3170  
Category: 10  
GL: 8782  
Job Number: GFUND

**NOTICE OF SUBGRANT AWARD**

<b>Program Name:</b> Substance Abuse Prevention and Treatment Agency (SAPTA) Bureau of Behavioral Health, Wellness, and Prevention		<b>Subgrantee Name:</b> China Spring Youth Camp Wendy Garrison, Director	
<b>Address:</b> 4126 Technology Way, Suite #200 Carson City, NV 89706-2009		<b>Address:</b> P.O. Box 218 Minden, NV 89423-0218	
<b>Subgrant Period:</b> July 1, 2015 through June 30, 2016.		<b>Subgrantee's:</b> EIN: <u>88-6000031</u> Vendor #: <u>T40174400 J</u> Dun & Bradstreet: <u>04-327-0870</u>	
<b>Purpose of Award:</b> This is a fee for service subgrant for providing substance abuse treatment services to SAPTA Eligible Clients.			
<b>Region(s) to be served:</b> <input type="checkbox"/> Statewide <input checked="" type="checkbox"/> Specific county or counties: Douglas			
<b>Approved Budget Categories:</b>		<b>Disbursement of funds will be as follows:</b>	
1. SGF - (Cat 10)	\$ <u>45,042</u>	Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this subgrant</i> . Total reimbursement will not exceed \$45,042.00 during the subgrant period.	
2. SGF - CD (Cat 14)	\$ _____		
3. Marijuana Registry (Cat 50)	\$ _____		
4. Liquor Tax - (3255/Cat 14)	\$ _____		
5.	\$ _____		
6.	\$ _____		
7.	\$ _____		
<b>Total Cost:</b> \$ <u>45,042</u>			
<b>Source of Funds:</b>	<b>Fund Detail:</b>	<b>CFDA:</b>	<b>Federal Grant #:</b>
1. State General Funds	\$45,042.00	N/A	N/A
<b>Terms and Conditions:</b> 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; and 3. The recipient of these funds agrees to stipulations listed in the incorporated documents.			
<b>Incorporated Documents:</b> Section A: Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements; Section D: Request for Reimbursement; Section E: Audit Information Request; and Section F: DPBH Business Associate Addendum			
Wendy Garrison Director	Signature: <i>Wendy Garrison</i>		Date: <u>7-28-15</u>
Martie Washington Health Program Manager II, SAPTA	Signature: <i>Martie Washington</i>		Date: <u>7/31/15</u>
Kevin Quint Bureau Chief, Bureau of Behavioral Health, Wellness, and Prevention	Signature: <i>Martie Washington for Kevin Quint</i>		Date: <u>7/31/15</u>
for Marta E. Jensen Acting Administrator, Division of Public & Behavioral Health	Signature: <i>Marta E. Jensen</i>		Date: <u>8/3/15</u>

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DOUGLAS COUNTY  
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**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
NOTICE OF SUBGRANT AWARD**

**SECTION A**

**Assurances**

As a condition of receiving subgranted funds from the Nevada State Division of Public and Behavioral Health, the Subgrantee agrees to the following conditions:

1. 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 must be refunded to the Division.
  2. To submit reimbursement requests only for expenditures approved in the spending plan. Any additional expenditure beyond what is allowable based on approved categorical budget amounts, without prior written approval by the Division, may result in denial of reimbursement.
  3. Approval of subgrant budget by the Division constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Unless otherwise stating in the Scope of Work the transfer of funds between budgeted categories without written prior approval from the Division is not allowed under the terms of this subgrant. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.
  4. 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 not less than three years (unless otherwise stipulated) after the final report has been submitted if written approval has been requested and received from the Administrative Services Officer (ASO) of the Division. 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 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.
5. To disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subgrant award. The Division reserves the right to disqualify any subgrantee 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.
  6. 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, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
  7. To comply with the Americans with Disability Act of 1990, P.L. 101-136, 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 28.101-36.999 inclusive and any relevant program-specific regulations.
  8. To comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) 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 (PHI) then the subgrantee agrees to enter into a Business Associate Agreement with the Division as required by 45 C.F.R. 164.504(e). If PHI will not be disclosed then a Confidentiality Agreement will be entered into.
  9. Subgrantee certifies, by signing this notice of subgrant award, 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. pr. 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.

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
NOTICE OF SUBGRANT AWARD**

10. Sub-grantee agrees to comply with the requirements of the Title XII Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.
11. 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, council, 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, council or board.
12. Division subgrants are subject to inspection and audit by representative 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; and
  - d. Determine reliability of financial aspects of the conduct of the project.
13. 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 federal requirement as specified in the Office of Management and Budget (2 CFR § 200.501(a)), revised December 26, 2013, that each grantee annually expending \$750,000 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 AUDIT REPORT MUST BE SENT TO:**

***The Nevada State Division of Public and Behavioral Health  
Attn: Administrative Services Officer IV  
4150 Technology Way, Suite 300  
Carson City, NV 89706-2009***

**This copy of the final audit must be sent to the Division within nine (9) months of the close of the subgrantee's fiscal year. To acknowledge this requirement, Section E of this notice of subgrant award must be completed.**

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**SECTION B  
SUBSTANCE ABUSE PREVENTION AND TREATMENT AGENCY  
SCOPE OF WORK AND PROGRAM REQUIREMENTS**

As a condition of receiving subgranted funds from the Substance Abuse Prevention and Treatment Agency, the Douglas County, China Spring Youth Camp, hereinafter referred to as Subgrantee, agrees to the following conditions:

**GRANT FUNDING:**

1. **Substance Abuse Prevention and Treatment Block Grant (SAPTBG):** SAPTBG funds are federally awarded. According to SAPTBG, these funds are available to support all types of treatment and prevention for alcohol and other drug abuse. To ensure uniform provision of services, SAPTA requires the Subgrantee to meet conditions identified in the Request for Application (RFA) as "Base Funding Requirements/Restrictions."
2. **State General Funds (SGF):** SGFs are funds appropriated by the State Legislature, and are awarded to providers in connection with other Substance Abuse Prevention and Treatment Agency (SAPTA) funding sources. The funds are available to support treatment for co-occurring mental health and substance abuse disorders. SAPTA requires the Subgrantee to meet conditions identified in the RFA as "Base Funding Requirements/Restrictions."
3. **Medical Marijuana Registry (MMR) for Patient Cardholders/Caregivers:** MMR funds are appropriated through State mandated medical marijuana registry fees. These funds are available to provide alcohol and drug abuse programs to persons referred to the Division by agencies which provide child welfare services. To ensure uniform provision of services, SAPTA requires the Subgrantee to meet conditions identified in the RFA as "Base Funding Requirements/Restrictions."
4. **State Liquor Tax (SLT):** SLT funds are appropriated through State mandated liquor taxes (NRS 369.174). These funds are available to support different types of treatment for alcohol abuse. To ensure uniform provision of services, SAPTA requires the Subgrantee to meet conditions identified in the RFA as "Base Funding Requirements/Restrictions," although some requirements for civil protective custody services may be waived. The Subgrantee must clearly address the priority populations and services identified below:
  - a. Pursuant to NRS 458.097, funds must be used to provide services for alcohol abuse and for the detoxification and rehabilitation of abusers
  - b. Priority will be given to:
    - i. Areas of the State where there is a shortage of personnel to conduct treatment for alcoholism and alcohol abuse
    - ii. Needs of counties to provide civil protective custody pursuant to NRS 458.270

**GENERAL REQUIREMENTS:**

1. The Subgrantee must be in compliance with all State, local and federal laws and ordinances governing the type of facility or program receiving SAPTA funding, including all licensure and certifications required by the Division. In particular, recipients of State funding must have the following:
  - a. State business license or proof of eligibility for State business license exemption. Further information can be found on the Secretary of State website:  
<http://nvsos.gov/index.aspx?page=267>
  - b. An Employer Identification Number (EIN), issued by the IRS for the purpose of tax administration.
  - c. A current Vendor Number, obtained through the State Controller's Office. This must be updated whenever there is a change to any information on the form including:
    - i. Subgrantee's bank/bank account
    - ii. Business address

- d. An active Dun and Bradstreet Universal Number System (DUNS) as required by the Federal Funding Accountability and Transparency Act.
2. The Subgrantee is required to be in compliance with all State licensure and/or certification requirements. This may include licensure/certification from the State Division of Public and Behavioral Health, Bureau of Health Care Quality and Compliance (HCQC), which has authority in regard to residential substance abuse services including social-model detoxification, opioid maintenance therapy, and medical laboratories.
  - a. The Subgrantee offering residential services are responsible for compliance with HCQC's requirements.
  - b. The Subgrantee is required to submit a copy of the current license to SAPTA.
  - c. SAPTA will confirm all information provided by Subgrantee with HCQC staff.
3. The Subgrantee's certifications must be current and fees paid prior to release of certificate in order to receive funding from the Division.
4. The 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.
5. The Subgrantee's 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). SAPTA shall be named as the Certificate Holder on the Certificate of Liability Insurance.
6. The Subgrantee shall provide proof of workers' compensation insurance as required by Chapters 616A through 616D inclusive of the Nevada Revised Statutes (NRS).
7. The Subgrantee, as applicable, if identifying as Faith-Based Organizations must comply with 42 USC § 300x-65 and 42 CFR part 54 (42 CFR §§ 54.8(c) (4) and 54.8(b)), Charitable Choice provisions and regulations. If Subgrantee identifies itself as a faith-based or religious organization, the Subgrantee shall post a notice to advise all clients and potential clients that if the client objects to the religious character of the Subgrantee's organization, the client has the right to be referred to another SAPTA-funded provider that is not faith-based or that has a different religious orientation.
  - a. Within a reasonable period of time after a client's request for referral, the Subgrantee shall make the referral to another SAPTA-funded provider, and shall ensure that the client receives the alternative services within a reasonable period of time.
8. To the fullest extent permitted by law, the Subgrantee shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Subgrantee, its officers, employees, and agents.
9. The Subgrantee must be enrolled in System Award Management (SAM) as required by the Federal Funding Accountability and Transparency Act.
10. The Subgrantee is responsible for accurately reporting, at the time of client admission and also at the time of client discharge, all Treatment Episode Data Set (TEDS). TEDS reporting will include the Substance Abuse and Mental Health Services Administration (SAMHSA) National Outcome Measures (NOMs) data fields on every client served by the Subgrantee regardless of payer source.

11. The Subgrantee will report within 24 hours the occurrence of an incident, in accordance with SAPTA policy, which may cause imminent danger to the health or safety of the clients, participants, staff of the program, or visitors to the program. [NAC 458.153 3(e)].
12. The Subgrantee agrees to participate in reporting all required data and information through the authorized SAPTA data reporting system and to the evaluation team as required; or, if applicable, another qualified Electronic Health Record (EHR) reporting system.
13. The Subgrantee is required to:
  - a. Be a "tobacco, alcohol, and other drug free" environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed;
  - b. Have documentation on file verifying Central Repository for Nevada Records of Criminal History and FBI background checks every 3 to 5 years were conducted on all staff, volunteers, and consultants occupying clinical and supportive roles, if the Subgrantee serves minors with funds awarded through this subgrant.
14. The Subgrantee is required to adopt and maintain a system of internal controls consistent with Generally Accepted Accounting Principles (GAAP) that results in the fiscal integrity and stability of the organization.
15. The Subgrantee is required to comply with all applicable rules, federal and State laws, regulations, federal requirements, grant guidelines, and policies and procedures to include, but not limited to, the following:
  - a. 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230
  - b. OMB Circular A-133
  - c. 45 CFR PT. 96
  - d. Chapter 458 of the NRS
  - e. Chapter 458 of the Nevada Administrative Code (NAC)
  - f. SAPTA policies and procedures
  - g. All other applicable State regulations and policies, and
  - h. All terms listed within this award
16. The Subgrantee is required to fully cooperate with all SAPTA-sponsored studies including, but not limited to, utilization management audits, program compliance monitoring, reporting audits, complaint investigations, and evaluation studies.
17. The Subgrantee is required to participate, if selected to be reviewed by the Nevada Alliance for Addictive Disorders, Advocacy, Prevention and Treatment Services (AADAPTS) annual peer review process. Refusal to participate in the peer review process could result in the suspension or termination of funding.
18. Chapter 218 of the NRS states that the Legislative Auditor, as directed by the Legislative Commission pursuant to NRS 218.340, 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.
19. 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 SAPTA that each subgrantee annually expending less than \$750,000 in federal funds are required to have a Limited Scope Audit conducted by an independent, licensed Certified Public Accountant, on Agreed-Upon Procedures, using American Institute of Certified Public Accountants (AICPA) generally accepted auditing

standards (GAAS) or attestation standards. The Limited Scope Audit and Agreed-Upon Procedures must contain the minimum requirements set forth in the SAPTA Administrative Manual.

- a. The Subgrantee is required to:
  - i. Provide a letter of engagement within three (3) months of the close of their fiscal year.
  - ii. Provide an original, signed final audit report within nine (9) months of the close of their fiscal year.
  - iii. Provide any management letters within ten (10) days of receipt.
  - iv. Provide a corrective action plan resulting from audit findings or management letter within forty-five (45) days of receipt of the final audit or management letter.
  - v. Provide a copy of the Board minutes showing review and acceptance of the audit report.

20. The Limited Scope Audit and items required above (5. a. i.-v.) must be sent to SAPTA:

Bureau of Behavioral Health, Wellness, and Prevention  
Attn: Management Oversight Team,  
4126 Technology Way, Second Floor,  
Carson City, NV 89706

21. Failure to meet any conditions listed within the subgrant award may result in withholding reimbursement payments, disqualification of future funding, and/or termination of current funding.

**FUNDING REQUIREMENTS:**

1. Federal Block Grant Funds will not be awarded to any entity other than a public or nonprofit private entity.
2. Funds will be prioritized and awarded based on funding source requirements.
3. The Subgrantee must complete a Scope of Work for each funding source for which they apply;
  - a. The service delivered must be a SAPTA-qualified service which is not reimbursable by Medicaid.
  - b. The service must be provided by an appropriately licensed/certified staff member.
  - c. The service must be delivered at a SAPTA-certified facility.
  - d. The certifications must cover the service levels under which the qualified service was delivered.
  - e. The rate of reimbursement will be based on the SAPTA rate schedule delineated in the Scope of Work.
    - i. Provider agrees to accept the SAPTA reimbursement rates as full payment for any services provided.
    - ii. If a client makes a co-payment in accordance with the Sliding Fee Scale Policy, the co-payment will be deducted from SAPTA's reimbursement.
  - f. The services delivered must adhere to all SAPTA policies including those which may address Utilization Management and/or Quality Assurance.
4. The Subgrantee acknowledges that this subgrant and the continuation of this subgrant is contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. If funds become unavailable, SAPTA may restrict, reduce, or terminate funding under this award. Notice of any restriction or reduction will include instructions and detailed information on how SAPTA will fund the services and/or goods to be procured with the restricted or reduced funds.
5. The Subgrantee acknowledges that to better address the needs of Nevada, funds identified in this subgrant may be reallocated if ANY terms of the subgrant are not met. SAPTA may reallocate funds to other programs to ensure that gaps in service to SAPTA-eligible clients are addressed.



6. If the scope of work is **NOT** being met, the Subgrantee will be provided a chance to develop an action plan on how the scope of work will be met and technical assistance will be provided by SAPTA staff or specified subcontractor. The Subgrantee will have 60 days to improve the scope of work and carry out the approved action plan. If performance has not improved, SAPTA will provide a written notice identifying the reduction of funds and the next steps to be taken for continual non-compliance.
7. The Subgrantee 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 any single purchase, 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 in-patient hospital substance abuse services.
  - e. To make payments to intended recipients of health services.
  - f. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstrated needle exchange program would be effective in reducing drug abuse and there is substantial risk that the public will become infected with the etiologic agent for AIDS.
  - g. To provide treatment services in penal or correctional institutions of the State.
8. The Subgrantee will use SAPTA subgranted funding, including the SAPTBG funds as the "payer of last resort" for all services provided to clients.
9. In the use of SAPTA funding, as the funding source of last resort, when applicable, the Subgrantee shall not exclude clients from treatment because of an inability to prepay any portion of the treatment process;
  - a. The Subgrantee must post a notice, where clients, visitors, and persons requesting services may easily view it, that no persons may be denied services due to inability to pay.
  - b. This notice may stipulate that the organization is authorized to deny services to those who are able to pay but refuse to do so.
10. The Subgrantee will establish policies, procedures, and the systems for eligibility determination, billing, and collection to:
  - a. Collect reimbursement for the costs of providing such services to persons who are entitled to insurance benefits under the Social Security Act, including programs under Title XVIII and Title XIX, any State compensation program, any other public assistance program for medical assistance, any grant program, any private health insurance, or any other benefit program; and
  - b. Secure from clients payment for services in accordance with their ability to pay.
11. Subgrantee will 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.
12. The Subgrantee must implement and provide services according to the most current version of the Division Criteria and the Units Service Description (Appendix C-1 and C-5 of the SAPTA Administration Manual). NAC requires certification for each funded level of service provided. Copies can be requested from your SAPTA Analyst.
13. Failure to meet any condition listed within the subgrant award may result in withholding reimbursement payments, disqualification of future funding, and/or termination of current funding.

**TREATMENT SERVICE REQUIREMENTS:**

1. The Subgrantee is required to implement the National Institute of Drug Abuse (NIDA) 13 principles of treatment.
2. The Subgrantee is required to implement an evidenced-based practice identified by SAMHSA and is listed in the National Registry of Evidence-Based Programs and Practices (NREPP).
3. The Subgrantee agrees to treatment admission prioritization for all programs receiving SAPTBG funds, except for Civil Protective Custody Services, must be conducted in the following order:
  - a. Pregnant injection drug users
  - b. Pregnant substance abusers
  - c. Non-pregnant injection drug users
  - d. All others
4. The Subgrantee is required to establish screening procedures to identify members of priority populations and admit them before all others, in priority order.
  - a. When space is not available in the Subgrantee's service area, the Subgrantee shall guarantee successful and timely referral to another suitable SAPTA-funded contractor (immediately for pregnant women or within 120 days for injecting substance users), and document in the SAPTA designated electronic record the time and date of the referral and the provider that will deliver the treatment.
5. The Subgrantee shall accept applicants from every region in the State when space is available. If two applicants are of equal priority status, preference may be given to an applicant living in Subgrantee's Program Service Area.
6. The Subgrantee shall include a statement in all its brochures, and shall post a notice in its lobby, concerning the priority population admission requirements.
7. The Subgrantee must train all appropriate clinical and administrative staff on admission priority and how to refer or set up the appropriate interim services.
  - a. Admission to the program and continuation of services must be limited to pregnant women and women with dependent children. Women with dependent children seeking reunification with their children are eligible for admission.
  - b. Provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual and physical abuse, and parenting and childcare while women are receiving treatment.
  - c. Provide therapeutic interventions for children, in custody of women in treatment, which may address their developmental needs and any issues of neglect, physical abuse, or any issues of sexual abuse.
  - d. Provide substance abuse treatment in a manner which treats the family as a unit and which admits both women and women with dependent children into treatment when appropriate.
  - e. Provide or arrange for sufficient case management and transportation services to ensure that pregnant women, and women and their children have access either directly or through formal referral to other governmental agencies or private not-for-profit organizations for the following services:
    - i. Primary medical care for women, including prenatal care.
    - ii. Primary pediatric care for dependent children, including immunization.
    - iii. Childcare to the extent necessary to allow women with dependent children to utilize primary medical care and to utilize treatment for abuse of alcohol and other drugs.

- iv. Transportation to the extent necessary to allow pregnant women and women with dependent children to utilize primary medical care and to utilize treatment for abuse of alcohol and other drugs
  - f. Provide sufficient management of the cases of pregnant women or women with dependent children to ensure that the foregoing services are provided according to the assessed needs of the client:
    - i. Care coordination to assist in establishing eligibility for public assistance programs provided by federal, State, or local governments
    - ii. Employment and training programs
    - iii. Education and special education programs
    - iv. Drug-free housing for women and their children
    - v. Prenatal care and other health care services
    - vi. Therapeutic daycare for children
    - vii. Head Start
    - viii. Other early childhood programs
- 8. The Subgrantee must screen all clients for co-occurring mental health conditions using a standardized mental health screening instrument and provide appropriate referrals.
- 9. The Subgrantee must provide staff training for services identified in the Scope of Work as follows:
  - a. All clinical staff must have the appropriate licensure and/or certification required to deliver clinical services.
  - b. When working with special populations (women, adolescents, co-occurring disorders [COD], etc.) there must be specialized training acquired and/or planned to respond to the specific client treatment needs. Providers must maintain documentation of training in the staff member's personnel folder.
  - c. Training on Evidence Based Practices (EBP) provided to all appropriate clinical staff.
  - d. Basic counseling skill-building activities provided to all appropriate clinical staff.
  - e. Training to clinical and administrative staff regarding Medicaid, Silver State Exchange, and other third party payer eligibility and covered services.
  - f. Provide ongoing clinical supervision skills for interns to include evidence-based related activities.
  - g. Allow employees five (5) days per year to attend training courses and receive continuing education credits. Training must be relevant to the population served.
- 10. For Treatment Capacity, Waitlist and Interim Services, the Subgrantee agrees to follow SAFTA's Waitlist Management and Capacity Management policies. Funded programs will conform to the following additional reporting requirements:
  - a. Provide injection drug abuse clients either comprehensive treatment or interim services within 48 hours of the request for substance abuse services. Interim services can be for no longer than 120 days from the request for services and must include referrals for testing for or treatment of HIV and/or tuberculosis.
  - b. Remove from the waiting list an individual who has requested treatment, is in need of treatment, and is awaiting treatment and not provide treatment within 14 or 120 days (whichever is applicable), for intravenous drug abuse, only in those circumstances when they meet one of the two following conditions:
    - i. Such a person cannot be located for admission into treatment
    - ii. The person refuses treatment when contacted that space is available
  - c. Develop and implement a written policy on waiting-list management that defines why and how individuals are removed from the waiting list for any purpose other than admission to treatment.

- d. Counseling and education about HIV and TB, the risks of needle sharing, the risks of transmission to sexual partners and infants and the steps that can be taken to ensure that HIV transmission does not occur.
- e. Offer interim methadone maintenance as permitted by the federal regulations.
- f. All providers, except those that do not treat women, will make available services to pregnant women, publicize the availability of these services and the admission priority granted to pregnant women, public service announcements. Programs that do not treat women must provide the appropriate referral within 48 hours of the request for services.
- g. Programs must establish community linkages with a comprehensive resource network of related health and social services organizations to ensure a wide-based knowledge of the availability of these services and to facilitate referrals. Programs will coordinate alcohol and other drug prevention or treatment activities with the provision of other services such as health, social, correctional and criminal justice, education, vocational rehabilitation, and employment services.
- h. Provide pregnant women either comprehensive treatment services or interim services within 48 hours of the request for services. Interim services must include counseling on the effects of alcohol and drug use on the fetus and referrals for prenatal care.
- i. To ensure SAPTA is notified when pregnant women seeking services cannot be admitted, the Subgrantee must provide and implement policies and procedures in the event a treatment facility has insufficient capacity to provide treatment services to any such pregnant women who seek services from that facility.
- j. Programs will have in effect a system to protect from inappropriate disclosure of client records compliant with all applicable State and federal laws and regulations, including 42 CFR, Part 2. The system shall include, but not be limited to, the following provisions:
  - i. Employee education about the confidentiality requirements, to be provided annually.
  - ii. Informing employees of the fact that disciplinary action may occur upon inappropriate disclosure.
  - iii. Programs will make continuing education in alcohol and other drug treatment available to all employees who provide services.

**11. Tuberculosis Services:** The Subgrantee must make arrangements to have tuberculosis services available. Services are provided for SAPTA-funded programs through arrangements with SAPTA-certified HIV/TB Providers. If the Subgrantee is not utilizing the aforementioned services, they must explain/justify why they are not utilizing these provider's services, if they are currently funded. Services to each individual receiving treatment for substance abuse must include:

- a. Counseling the individual with respect to tuberculosis.
- b. Testing to determine if the individual has been infected with mycobacterium tuberculosis to determine the appropriate form of treatment for the individual.
- c. Providing for or referring the individuals infected by mycobacterium tuberculosis for appropriate medical evaluation and treatment.
- d. Programs will refer clients to a provider of TB services when such individuals are in need of substance abuse treatment and are denied admission to the program on the basis of lack of capacity.
- e. Programs must implement protocols developed by SAPTA and the Nevada Division of Public and Behavioral Health, TB Control Officer, to prevent the transmission of tuberculosis. Such protocols will address the following:
  - i. Screening Clients.
  - ii. Identification of those individuals who are at high risk of becoming infected.
  - iii. Meeting all State reporting requirements while adhering to federal and State confidentiality requirements including 42 CFR Part 2 and the Health Insurance Portability and Accountability Act of 1996, 45 CFR 160, 162 and 164, as amended.

- iv. Case management activities to ensure that individuals receive needed services.
- v. Programs will report all individuals with active TB to the State TB Control Officer as required by State law and in accordance with federal and State confidentiality requirements (including 42 CFR Part 2).

12. HIV/AIDS Early Intervention Services (if providing): Programs must make HIV early intervention services available at the sites where individuals are undergoing substance abuse treatment. Programs cannot place barriers to such services being provided onsite. Such services must be undertaken voluntarily by, and with the informed consent, of the individual and undergoing such services will not be required as a condition of receiving services for substance abuse. Required services include:

- a. Appropriate pretest counseling for HIV and AIDS.
- b. Testing individuals for HIV and AIDS, including tests to confirm the presence of the disease, testing to diagnose the extent of the deficiency in the immune system, and tests to provide information on appropriate therapeutic measures for preventing and treating the deterioration of the immune system and for preventing and treating conditions arising from the disease.
- c. Appropriate post-test counseling.

13. Set Aside for Pregnant Women with Dependent Children (if providing): The Subgrantee funded by monies set aside for treatment of pregnant women and women with dependent children from the SAPTBG or State General Funds must specify the manner in which they will comply with federal requirements specific to receipt of this funding. Funding Requirements/Restrictions include:

14. Social Detoxification Services (if providing): Providers, with the exception of triage centers, must move 40% of clients admitted to ASAM III.2-D Social Model Detoxification Programs into another appropriate ASAM service level upon discharge. Available from your SAPTA analyst.

**REIMBURSEMENT REQUIREMENTS:**

1. The Subgrantee understands that SAPTA is a FEE FOR SERVICE subgrant and is reimbursed based on actual eligible services provided to SAPTA eligible clients.
2. The Subgrantee shall enroll as a provider in Medicaid if providing approved services authorized under this subgrant that may be covered by Medicaid, and bill Medicaid for those covered services.
3. The Subgrantee is required to screen all clients to determine third party payer eligibility and will **NOT** bill SAPTA for services eligible for reimbursement from third party payers.
  - a. Third party payers include, but are not limited to, commercial health or liability insurance carriers, Medicaid, or other federal, State, local, and private funding sources.
4. The Subgrantee will provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs.
5. The Subgrantee will use the SAPTA Sliding Fee Scale.
  - a. The Subgrantee will establish a policy that documents;
    - i. No person will be denied services due to inability to pay.
    - ii. Will be based on family size of those residing in the household.
    - iii. Will be based on family income level at time of admission.
    - iv. Will be based on the federal poverty level (FPL). Please refer to the FPL spreadsheet at the following website: <http://aspe.hhs.gov/poverty/>.
    - v. Income verification by written documentation.
    - vi. The SAPTA sliding fee scale shall not be used on clients whose services are billed and paid by Medicaid or other third party payer sources.

- vii. Must include and have a policy/procedure in place for "no documentation available" and/or other exceptions.
  - viii. Must include the collection of reimbursements for the costs of providing such services to persons who are entitled to insurance benefits under the Social Security Act, including programs under Title XVIII and Title XIX, any State compensation program, any other public assistance program for medical assistance, any grant program, any private health insurance, or any other benefit program. The SAPTA sliding fee scale shall not be used on clients whose services are billed and paid by Medicaid or other third party payer sources.
  - ix. SAPTA must be identified as payer of last resort.
  - x. Have an appropriate documentation of the sliding fee scale policy posted in the intake area and available in written form for all clients/citizens requesting it.
  - xi. The policy must be made available for anyone asking for a copy and must be consistently applied to all clients seeking care.
  - xii. Reimbursable services are defined in the Division criteria and the SAPTA unit descriptions (Appendix C-1 and C-5 of the SAPTA Administration Manual).
6. The Subgrantee agrees to a unit-cost reimbursement system.
- a. Requests for advance of payment (including interim payments) will not be considered or allowed.
  - b. The Request for Reimbursement (RFR) form will be required to be submitted by each Subgrantee no later than the 15th day of each month for expenses for the prior month.
    - i. This form will be in Excel and will show the total budget awarded for each Subgrantee, by funding source (e.g., Adults, Adolescents, Women's, Adult COD, Adolescent COD), and will also show the amount of funding per Funding Source (e.g. Category 10, 14 or 2B). It will also show the amount of funds previously requested and the remaining balance.
  - c. The reimbursement rates for unit costs can be obtained from your SAPTA Treatment Analyst.
  - d. If data entered in the SAPTA designated electronic record by the Subgrantee is determined to be inaccurate or incomplete, reimbursement(s) will be held until resolved and may be denied.
  - e. Reimbursements may be denied or withheld if the services do not follow SAPTA's Division criteria found in Appendix C-1 of the SAPTA Administration Manual and service level descriptions found in Appendix C-5 of the SAPTA Administration Manual.
  - f. For COD treatment criteria please refer to Appendix C-14 of the SAPTA Administration Manual.
7. SAPTA Treatment and Prevention Analysts will periodically conduct a reviews of the services included in the RFRs to check for Medicaid eligibility.
- a. If clients are discovered to be covered under Medicaid or are Medicaid eligible, the SAPTA Management Oversight Team (MOT) will conduct comprehensive utilization management review to identify if services are Medicaid eligible.
  - b. If services are eligible, units associated with the eligible services may be deducted from the next month's reimbursement request or recommend other means of recovery.
8. SAPTA agrees to:
- a. If correctly submitted, process reimbursements in a timely manner (*not more than 30 days*).
  - b. Provide technical assistance to ensure compliance with subgrant and to maintain program integrity.

9. Both Parties Agree:

- a. Program compliance and fiscal monitors are a condition of receipt of SAPTA funding.
- b. Programs receiving SAPTA funding are required to participate in both the certification and the monitor processes.
- c. A monitor is regulatory in nature and the purpose of a SAPTA monitor is to accomplish the following:
  - i. Verify that funds are being utilized as identified in grant award documents;
  - ii. Ensure that SAPTA funds programs in compliance with State and federal requirements and restrictions;
  - iii. Identify problems or difficulties at an early point in time;
  - iv. Coordinate the efficient delivery of services to Nevada's population; and
  - v. If necessary, recover unallowable costs from the Subgrantee.

10. Termination:

- a. This subgrant agreement may be **TERMINATED** by either party prior to the date set forth on the Notice of Subgrant Award Period, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party.
- b. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause.
- c. 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.

11. This subgrant may be terminated if ANY terms of the subgrant are not met, including failure to meet the scope of work.

**SUBGRANT AMENDMENT REQUIREMENTS:**

1. Unless specified by SAPTA, any changes to the approved subgrant that will result in an amendment must be received 60 days prior to the end of the subgrant period (no later than April 30). Amendment requests received after the 60-day deadline will be denied.
2. Unless specified by SAPTA, any changes to the approved subgrant that will result in an amendment must be received within the timeframe specified in SECTION B, prior to the end of the subgrant period. Amendment requests received after the deadline will be denied.
3. Subgrantee acknowledges that requests to revise the approved subgrant must be made *in writing* using the appropriate forms and must 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 (SECTION B), 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. Any changes to the Scope of Work will require an amendment.
    - i. A printed and signed copy of the Scope of Work Summary (two pages) must be included.
  - c. 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.

4. Moving funds from one level of service to cover another level of service will not be considered a justifiable event.
  - a. All Change Requests and/or Amendments must include:
    - i. Printed and signed copy of the Scope of Work Summary (two pages).
    - ii. Printed copy of the Site Location Detail tabs for each location included in the Change Request and/or Amendment.
    - iii. Subgrantee may ONLY amend funding (up to 10%) between the levels of service within the SAME funding category.
  - b. Because the reimbursable cost per unit varies from one level of service to another, when funding is moved from one level of service to another, it may cause the total funding amount to increase or decrease. The following applies in this situation:
    - i. Change Request or Amendment that increases the total funding is not allowed.
    - ii. If a Subgrantee chooses to amend funding between one level of service to another and it causes the total overall funding to decrease, the balance may not be added back in to the total funding to balance with the original award; instead the total Subgrant amount will be reduced and these funds could be awarded to another treatment provider.
5. SAPTA may withhold or deny reimbursement if ANY terms of the subgrant are not met, including failure to meet the scope of work.

**TB/HIV SUBGRANT REQUIREMENT:**

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DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
NOTICE OF SUBGRANT AWARD

SECTION C  
Budget and Financial  
and TX Scope of Work - Summary

HD #: 14965

Organization Name: China Spring Youth Camp

BUDGET DETAIL

SAPTA BG (Cat 28)	\$		BG
SAPTBG - Women's SA (Cat 28)	\$		WS
SGF (Cat 10)	\$	45,042	SG
SGF - CD (Cat 14)	\$		CD
Marijuana Registry (Cat 50)	\$		MR
Liquor Tax (Cat 14 - BA 3255)	\$		LT

Subgrant Total Amount: \$ 45,042

Signatures:

*Wendy Harrison* Director 7-29-15  
Authorized Subgrantee Official & Title Date Approved

*Mattie Wexley* 7/31/15  
SAPTA Agency Director Date Approved

Nevada Department of Health and Human Services  
 DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
 SECTION D

HD #: 14931  
 Budget Act #: 3170  
 CL #: 8723  
 Draw #: \_\_\_\_\_

REQUEST FOR REIMBURSEMENT

**Program Name:**  
 Substance Abuse Treatment & Prevention Agency  
 Division of Public & Behavioral Health  
**Subcontract Name:** China Spring Youth Camp

**ADDRESS:**  
 4128 Technology Way, 2nd Floor  
 Carson City, NV 89702  
**Address:** P.O. Box 218  
 Minden, NV 89423-0218

**Sub/Inst Period:**  
 07/01/2015 - 06/30/2018  
**EDI:** 08-630001  
**Vendor #:** T40174400

FINANCIAL REPORT AND REQUEST FOR FUNDS  
 (must be accompanied by expenditure report/back-up)

Line	BIA	Job#	Approved Budget Category	Category	Activity Code	Function Code	Month: July			Calendar year: 2015			Percent Expended
							A Approved Budget	B Total Prior Reimbursements	C Current Reimbursement	D Year-to-Date Reimbursements	E Budget Balance	F	
1	3170	0FLND	Treatment MCE	10	0030	0810	\$ 4642.00	\$ -	\$ -	\$ -	\$ 4642.00	0%	
2	3170	0FLND	Co-occurring	14	0030	0810	\$ -	\$ -	\$ -	\$ -	\$ -	0%	
4	3170	MEDMARC	Medical Marijuana	52	0030	0810	\$ -	\$ -	\$ -	\$ -	\$ -	0%	
3	325A	0FLND	Treatment	14	0030	0810	\$ -	\$ -	\$ -	\$ -	\$ -	0%	
<b>TOTAL REQUEST</b>							\$ 4642.00	\$ -	\$ -	\$ -	\$ 4642.00	0%	

This report is true and correct to the best of my knowledge.  
 Signature: *[Signature]* Title: *Director* Date: *7-28-15*

FOR DIVISION USE ONLY

Program contact necessary?  Yes  No Contact Person: \_\_\_\_\_  
 Reason for contact: \_\_\_\_\_  
 Fiscal review/approval date: \_\_\_\_\_ Signed: \_\_\_\_\_  
 Scope of Work review/approval date: \_\_\_\_\_ Signed: \_\_\_\_\_  
 ASD or Bureau Chief (as required): \_\_\_\_\_ Date: \_\_\_\_\_

Location 1 - Name: China Spring Youth Camp HD No.: 14965

I-BHS No.: NV101776 IMD\* Facility: No

Service Locations - must be certified for services as defined for Fund Source

SAPTA Code	SAPTA Service Level	CPT Code	HCPC Code	SAPTA BG	SAPTA WS	STATE MR	STATE CD	STATE SG	STATE LT
<b>Adult Services; For No change enter "NC", for Adding a service level enter "AS" for removing a service level enter "RS."</b>									
2	Level 3.2 Detox Adults	SAPTA	H0012 or H0013						
13	Level 3.1 Residential Adults	SAPTA							
4	Level 3.5 Residential Adults	SAPTA							
8	Level 2.1 IOP Adults-Grp	90853	H0015						
08I	Level 2.1 IOP Adults-Indv	90834	H0047						
7	Level 1 OP Adults-Indv	90834	H0047						
07G	Level 1 OP Adults-Grp	SAPTA	H0005						
10	Transitional Housing Adults	SAPTA							
14	OMT Adults-Indv	90834	H0004						
14G	OMT Adults-Grp	SAPTA	H0005						
15	CPC Adults	SAPTA	H0012 or H0013						
16	Level 2.1 IOP Adults COD-Grp	90853							
16I	Level 2.1 IOP Adults COD-Indv	90834							
17	Level 1 OP Adults COD-Indv	90834							
17G	Level 1 OP Adults COD-Grp	90853							
18	Comprehensive Evaluation Adults	90791	H0001						
13	Assessment Adults	SAPTA							
<b>Adolescent Services; For No change enter "NC", for Adding a service level enter "AS" for removing a service level enter "RS."</b>									
02A	Level 3.2 Detox Adolescents	SAPTA	H0012 or H0013						
13A	Level 3.1 Residential Adolescents	SAPTA							
04A	Level 3.5 Residential Adolescents	SAPTA							
06A	Level 2.1 IOP Adolescents-Grp	90853	H0015						AS
06IA	Level 2.1 IOP Adolescents-Indv	90834	H0047						AS
07A	Level 1 OP Adolescents-Indv	90834	H0047						AS
07GA	Level 1 OP Adolescents-Grp	SAPTA	H0005						AS
10A	Transitional Housing Adolescents	SAPTA							
14A	OMT Adolescents-Indv	90834	H0004						
14GA	OMT Adolescents-Grp	SAPTA	H0005						
15A	CPC Adolescents	SAPTA	H0012 or H0013						
16A	Level 2.1 IOP Adolescents COD-Grp	90853							AS
16IA	Level 2.1 IOP Adolescents COD-Indv	90834							AS
17A	Level 1 OP Adolescents COD-Indv	90834							AS
17GA	Level 1 OP Adolescents COD-Grp	90853							AS
18A	Comprehensive Evaluation Adolescents	90791	H0001						
19A	Assessment Adolescents	SAPTA							
<b>Women's Services; For No change enter "NC", for Adding a service level enter "AS" for removing a service level enter "RS."</b>									
13W	Level 3.1 Residential Women's	SAPTA							
04W	Level 3.5 Residential Women's	SAPTA							
06W	Level 2.1 IOP Women's -Grp	90853	H0015						
06IW	Level 2.1 IOP Women's -Indv	90834	H0047						
07W	Level 1 OP Women's -Indv	90834	H0047						
07GW	Level 1 OP Women's -Grp	SAPTA	H0005						
10W	Transitional Housing Women's	SAPTA							

DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
NOTICE OF SUBGRANT AWARD

**SECTION E**

**Audit Information Request**

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a). Within nine (9) months of the close of your organization's fiscal year, you **must** submit a copy of the final audit report to:

**Nevada State Division of Public and Behavioral Health  
Attn: Administrative Services Officer IV  
4150 Technology Way, Suite 300  
Carson City, NV 89706-2009**

2. Did your organization expend \$750,000 or more in all federal awards during your Organization's most recent fiscal year?  YES  NO
3. When does your organization's fiscal year end? June 30
4. What is the official name of your organization? China Spring Youth Camp
5. How often is your organization audited? Annually
6. When was your last audit performed? December 2015
7. What time period did your last audit cover? July 1, 2013 - June 30, 2014
8. Which accounting firm conducted your last audit? Piercy, Bowler, Taylor, Kern

*Wendy Hurst*  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Director  
Title \_\_\_\_\_

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
NOTICE OF SUBGRANT AWARD**

**SECTION F**

**Business Associate Addendum**

**BETWEEN**

**Nevada Division of Public and Behavioral Health**

**Hereinafter referred to as the "Covered Entity"**

**and**

**China Spring Youth Camp**

**Hereinafter referred to as the "Business Associate"**

**PURPOSE.** In order to comply with the requirements of HIPAA and the HITECH Act, this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 ("the HITECH Act"), and regulation promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

**WHEREAS,** the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA, the HITECH Act, the Privacy Rule and Security Rule; and

**WHEREAS,** Business Associate may have access to and/or receive from the Covered Entity certain protected health information, in fulfilling its responsibilities under such arrangement; and

**WHEREAS,** the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information, as set forth in, but not limited to, 45 CFR Parts 160 & 164 and Public Law 111-5.

**THEREFORE,** in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

**1. 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. Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
- 2. Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
- 3. CFR** stands for the Code of Federal Regulations.
- 4. Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
- 5. Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
- 6. Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
- 7. Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
NOTICE OF SUBGRANT AWARD**

8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes, but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

**II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.**

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e)(2)(ii)(E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
NOTICE OF SUBGRANT AWARD**

- subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
  6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
  7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: the Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
  8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
  9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
  10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
  11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.
  12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
  13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.

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14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

**III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE.** The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**
  - a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e)(2)(i) and 42 USC 17935 and 17936.
  - b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
  - c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
  - d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).
2. **Prohibited Uses and Disclosures:**



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- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

**IV. OBLIGATIONS OF COVERED ENTITY**

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

**V. TERM AND TERMINATION**

1. **Effect of Termination:**
  - a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
  - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
  - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

**VI. MISCELLANEOUS**

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.

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2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
  - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
  - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

**Covered Entity**

Division of Public and Behavioral Health  
4150 Technology Way, Suite 300  
Carson City, NV 89708

Phone: (775) 684-5975

Fax: (775) 684-4211

**Business Associate**

China Spring Youth Camp

Business Name

P.O. Box 218

Business Address

Minden, NV 89423

Business City, State and Zip Code

775 265-5350

Business Phone Number

775 265-7159

Business Fax Number



Authorized Signature



Authorized Signature

for Maria E. Jensen

Print Name

Wendy Garrison

Print Name

Acting Administrator,  
Division of Public and Behavioral Health

Title

Director

Title

8/3/15

Date

July 28, 2015

Date

Douglas County

State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

24<sup>th</sup> day of August, 2015

By  Deputy