



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: March 2, 2023

Staff Contact: Ali Banister, Chief Juvenile Probation

Agenda Title: For Possible Action: Discussion and possible action regarding the proposed acceptance of Partnership Carson City's ("PCC") Comprehensive Opioid, Simulant, and Substance Abuse Program ("COSSAP") subgrant funds in the amount of \$90,000, effective January 1, 2023 through August 14, 2023, to be used for an additional full time employee ("FTE") and related expenses, such as training and travel, for a Juvenile Outreach Specialist, and the proposed acceptance of two additional subgrants if they are awarded, each for the same amount per year and for the same purpose through August 14, 2025, for a total award of \$270,000. (Ali Banister, abanister@carson.org)

Staff Summary: PCC has received a COSSAP Grant and has offered to supply \$90,000 per year of their grant funds to reimburse Carson City for three years to fund a Juvenile Outreach Specialist FTE and related expenses to assist the Carson City Juvenile Detention/Probation Department of the First Judicial District Court ("Juvenile Services") to bring a more cohesive solution to assist the community with services for at-risk juveniles. While PCC has stated that it will provide this grant to Juvenile Services for three years, only the first year is before the Board of Supervisors ("Board") for immediate approval because PCC receives a COSSAP grant one year at a time. However, this agenda item also requests advance authorization for acceptance of the grant funds for the next two years if they are awarded.

Agenda Action: Formal Action / Motion

Time Requested: 5 minutes

Proposed Motion

I move to authorize acceptance of the subgrant in the amount of \$90,000 as requested and authorize the acceptance of two additional subgrants from the same source, each for the same amount per year for the next two years if they are awarded and subject to the same grant terms and conditions.

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

Carson City Juvenile Services has identified a strong need for a Juvenile Outreach Specialist to assist Juvenile Services to provide a more cohesive solution for services for at-risk youth. A supplemental request to add a grant funded Juvenile Outreach Specialist position was approved by the Board as part of the Fiscal Year ("FY") 2023 budget process pending the award of a grant from PCC.

Separately, the State of Nevada Attorney General's Office, PCC and the Nye Communities Coalition applied for the United States Bureau of Justice Assistance ("BJA") Comprehensive Opioid, Simulant, and Substance Abuse Program ("COSSAP") grant and each were awarded \$1,065,097 in grant funding. Through working with PCC, PCC has agreed to award a sub grant of COSSAP funds to Juvenile Services to fund the Juvenile Outreach Specialist FTE \$90,000 per year for three years until August 14, 2025.

Juvenile Services will request that Carson City fund the position starting on August 15, 2025 forward, if grant funding is no longer available.

Applicable Statute, Code, Policy, Rule or Regulation

Carson City Grants Administration Policy

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Grant Fund: G270523006 2752081 431010

Is it currently budgeted? No

Explanation of Fiscal Impact: The City will receive up to \$90,000 in COSSAP sub grant funds from the PCC for the position for FYs 2023 and 2024 through August 14, 2023. The FY 2023 budget will be augmented with the grant funds during the second round of budget augmentations.

Alternatives

Do not authorize acceptance of the grant and/or provide alternative direction to staff.

Attachments:

[PCC Whole Grant Award Ltr.pdf](#)

[COSSAP NOSA unsigned.pdf](#)

[PCC Award Ltr.pdf](#)

[PCC COSSAP Terms and Conditions.pdf](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

Nevada Office of the Attorney General
FFY21 Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP)
Sub-Grant Award

Sub-Grantee:	Partnership Carson City	Total Award:	\$ 1,065,097.00
Sub-Grant Number:	2021-COSSAP-04	Total Match:	\$ -
Address:	1925 N. Carson Street Carson City, NV 89701	Total Project Cost:	\$ 1,065,097.00
Contact Name:	Hannah McDonald	Project Period:	August 15, 2022 through August 14, 2023
Phone Number:	775-841-4730	Indirect Rate:	N/A
Email Address:	hannah@pcccarson.org	UEI:	TMDZZ43MFKK7
Project Title:	NPCC COSSAP Project	CCR/SAM Expiration:	1/9/2023

Approved Budget for Project			
Category		CFDA No.:	16.838
Personnel	\$ 131,358.00	FEDERAL AWARD #	15PBJA-21-GG-04508-COAP
Fringe Benefits	\$ -	Federal Award Date:	12/22/2021
Travel	\$ 7,848.00	Total Federal Award:	\$5,751,772
Equipment	\$ -	Federal Awarding Agency:	U.S. Dept. of Justice, Bureau of Justice Assistance
Supplies/Operating	\$ 26,000.00	State Awarding Agency:	Nevada Office of the Attorney General
Construction	\$ -	State Authorizing Official:	Debbie Tanaka on behalf of Attorney General Aaron D. Ford
Consultant/Contracts	\$ 854,090.00	Phone Number:	775-684-1110
Training	\$ 7,800.00	Email Address:	dtanaka@ag.nv.gov
Indirect	\$ 38,001.00	Address:	Nevada Office of the Attorney General 100 N. Carson Street Carson City, NV 89701
Total Award	\$ 1,065,097.00	Federal Project Description:	The Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) was developed as part of the Comprehensive Addiction and Recovery Act (CARA) legislation. COSSAP's purpose is to provide financial and technical assistance to states, units of local government, and Indian tribal governments to develop, implement, or expand comprehensive efforts to identify, respond to, treat, and support those impacted by illicit opioids, stimulants, and other drugs of abuse. COSSAP aims to reduce the impact of opioids, stimulants, and other substances on individuals and communities, including a reduction in the number of overdose fatalities, as well as mitigate the impacts on crime victims by supporting comprehensive, collaborative initiatives.

This award is subject to the federal guidelines established by the Department of Justice, Bureau of Justice Assistance.

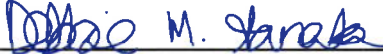
☒ **TERMS AND CONDITIONS:** This project is approved subject to such special conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL

Aaron D. Ford, Attorney General

Name and title of Appointing Official

By: Debbie M. Tanaka, Grants Manager

X  / 1/5/23

Signature of Approving Official/Date

SUBGRANTEE ACCEPTANCE

Hannah McDonald Executive Director


Printed name and title of Executive Director or Equivalent

X  12/23/2022

Signature of Executive Director or Equivalent and Date

Jack Araza Board Chair

Printed name and title of Board President or Equivalent

X  1-2-23

Board President or Equivalent Signature and Date

**Partnership Carson City
2023 NOTICE OF SUBGRANT AWARD
COSSAP**

<u>Coalition:</u> Partnership Carson City DUNS: 13 526 9756	<u>Sub Grantee Name:</u> Carson City Juvenile Services																					
<u>Address:</u> 1925 N. Carson Street Carson City, NV 89701	<u>Address:</u> 740 S. Saliman Carson City, Nevada 89701																					
<u>Sub Grant Period:</u> January 1, 2023 – August 14, 2023	<u>Sub Grantee EIN#:</u> 88-6000189 <u>Sub Grantee DUNS#:</u> (No Longer Used) <u>Sub Grantee UEI#:</u> DTBPJMA2QFC8 <u>SAM Registration Expiration:</u> June 24, 2023																					
<u>Reason for Award:</u> To fund an Outreach Specialist to provide services and referrals to high-risk clients. Services to include early intervention programs, diversion, evidence-based education groups in the community and community service.																						
<u>County(ies) to be served:</u> Carson City and Storey County																						
<u>Approved Budget Categories:</u>																						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">1. Personnel</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 70%; text-align: right;">90,000.00</td> </tr> <tr> <td>2. Contractual/Consultant</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">XXX</td> </tr> <tr> <td>3. Travel</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">XXX</td> </tr> <tr> <td>4. Training</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">XXX</td> </tr> <tr> <td>5. Operating</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">XXX</td> </tr> <tr> <td>6. Other</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">XXX</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Cost</td> <td style="text-align: right;">\$</td> </tr> </table>		1. Personnel	\$	90,000.00	2. Contractual/Consultant	\$	XXX	3. Travel	\$	XXX	4. Training	\$	XXX	5. Operating	\$	XXX	6. Other	\$	XXX	Total Cost		\$
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3. Travel	\$	XXX																				
4. Training	\$	XXX																				
5. Operating	\$	XXX																				
6. Other	\$	XXX																				
Total Cost		\$																				
<u>Disbursement of funds will be as follows:</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 sub grant</i> . Total reimbursement will not exceed \$90,000.00 during the sub grant period.																						
<u>Source of Funds:</u>	<u>Amount:</u>	<u>% of Funds:</u>	<u>CFDA#:</u>	<u>Federal Grant #:</u>																		
1. This award is subject to the federal guidelines established by the Department of Justice, Bureau of Justice Assistance, and is awarded to Partnership Carson City Through the Nevada Attorney General's Office.	\$90,000.00	100%	16.838	15PBJA-21-GG-04508-COAP																		
<u>Terms and Conditions</u> In accepting these grant funds, it is understood that: <ol style="list-style-type: none"> Expenditures must comply with appropriate state and/or federal regulations. This award is subject to the availability of appropriate funds. Recipient of these funds agrees to stipulations listed in Sections A-C, and Attachments A-B of this sub grant award. By signing you are agreeing to follow the attached scope of work (SOW) and the attached detailed budget. 																						
Lori Bagwell Mayor		Date																				
Hannah McDonald Executive Director		Date																				
Samantha Szoyka Deputy Director		Date																				

July 2022

**Partnership Carson City
NOTICE OF SUB GRANT AWARD**

**SECTION A
Assurances**

As a condition of receiving sub granted funds from Partnership Carson City (PCC), the Sub grantee agrees to the following conditions:

1. Approval of sub grant budget by PCC constitutes prior approval for the expenditure of funds for specified purposes included in this budget.
2. Sub grantee agrees grant funds may not be used for any other purpose than the awarded purpose. In the event sub grantee expenditures do not comply with this condition, that portion not in compliance will not be reimbursed to the sub grantee or must be refunded to PCC.
3. Sub grantee acknowledges that this sub grant and the continuation of this sub grant is contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. If funds become unavailable PCC may restrict, reduce, or terminate funding under this award. Notice of any restriction or reduction will include instructions and detailed information on how PCC will fund the services and/or goods to be procured with the restricted or reduced funds.
4. Sub grantee acknowledges that to better address the needs of Nevada, funds identified in this sub grant may be reallocated if any terms of the sub grant are not met, including failure to meet the scope of work. PCC may reallocate funds to other programs to ensure that gaps in service are addressed. If the scope of work is not being met, sub grantees 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 PCC staff. The sub grantee will have 60 days to improve the scope of work and carry out the approved action plan. If performance has not improved, PCC will provide a written notice identifying the reduction of funds and the necessary steps.
5. Unless specified by PCC, any changes to the approved sub grant that will result in an amendment must be received within the timeframe specified in Section B, prior to the end of the sub grant period. Amendment requests received after the deadline will be denied.
6. Sub grantee acknowledges that requests to revise the approved sub grant must be made in writing using the appropriate forms and provide sufficient narrative detail to determine justification. Expenses that are incurred without prior PCC approval may not be reimbursed. PCC 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 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 PCC requiring an amendment.
7. Sub grantee must be in compliance with all state, local and federal laws and ordinances governing the type of facility or program receiving PCC funding, including all licensure and certifications required. 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>
 - 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. Sub grantee'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.
 - e. Enrollment in the System Award Management (SAM) and Unique Entity Identification (UEI) as required by the Federal Funding Accountability and Transparency Act.
- 8. Recipients of sub grants are required to maintain sub grant accounting records, identifiable by sub grant number. Such records shall be maintained in accordance with the following:
 - a. Records may be destroyed by the sub grantee six (6) calendar years after the final financial and narrative reports have been submitted to the PCC.
 - b. In all cases an overriding requirement exists to retain records until notified in writing of resolution of any audit questions relating to individual sub grants.

Sub grant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this sub grant award. Records required for retention includes all accounting records and related original and supporting documents that substantiate costs charged to the sub grant activity.
- 9. Restrictions on Expenditure of Funds: Sub grantees will not expend PCC 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 one purchase, including equipment, over \$2,000.
 - c. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds.
- 10. Federal Funds will not be awarded to any entity other than a public or nonprofit private entity or city agency include sheriff's departments, health divisions, private contractors, etc.
- 11. Sub grants are subject to inspection and audit by representatives of PCC, the Division of Public and Behavioral Health, 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 218.340, 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 sub grantee 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.
- 12. Audits or year-end financial reports are required of sub grantees receiving funds. Refer to Section D for the annual audit policy and requirements from the Division of Public and Behavioral Health, Behavioral Health Prevention and Treatment.

13. Sub grantee shall provide PCC with renewal or replacement evidence of insurance no less than thirty days before the expiration or replacement of the required insurance. Sub grantee 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 a 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). PCC shall be named as the Certificate Holder on the Certificate of Liability Insurance.
14. Sub grantee agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this sub grant award. PCC 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.
15. Sub grantee 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 offer or for employment because of race, national origin, creed, color, gender, religion, age, sexual preference, disability or handicap condition (including AIDS and AIDS-related conditions).
16. Sub grantee 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 there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
17. Sub grantee 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 sub grant award includes functions or activities that involve the use or disclosure of Protected Health Information, the Sub grantee agrees to enter into a Business Associate Agreement with PCC, as required by 45 C.F.R 164.504 (e).
18. Sub grantee certifies, by signing this sub grant, 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 sub grantee receiving any payment in whole or in part from federal funds.
19. Sub grantee agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this sub grant 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.
20. Indemnification: To the fullest extent permitted by law sub grantee 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 Sub grantee, its officers, employees and agents.
21. Sub grantees will report within 24 hours the occurrence of an incident, 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)].

22. Sub grantee agrees to participate in reporting all required data and information through the SAPTA data reporting system and to the evaluation team as required; or, if applicable, another qualified Electronic Health Record reporting system (EHR).
23. Sub grantee will:
- 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 Nevada Repository and FBI background checks every 5 years were conducted on all staff, volunteers, and consultants occupying clinical and supportive roles, if sub grantee serves minors with funds awarded through this sub grant;
 - c. Adopt and maintain a system of internal controls consistent with Generally Accepted Accounting (GAAP) principles that results in the fiscal integrity and stability of the organization;
 - d. Comply with all applicable rules, regulations, requirements, guidelines, and policies and procedures to include, but not limited to:
 - i. 75 CFR Part 74
 - ii. OMB Circular A-133
 - iii. All applicable funding source requirements
 - iv. All other federal rules related to federal funding
 - v. Chapter 458 of the Nevada Revised Statutes
 - vi. Chapter 458 of the Nevada Administrative Code
 - vii. Substance Abuse Prevention and Treatment Agency policies and procedures
 - viii. All other applicable state regulations and policies, and
 - ix. All terms listed within this award
24. Certification must be current and fees paid prior to release of certificate in order to receive funding from the PCC.
25. Sub grantee will identify the source of funding on all printed and electronic documents purchased or produced within the scope of this sub grant, using the current approved attribution statement.
26. Failure to meet any condition listed within the sub grant award may result in withholding reimbursement payments, disqualification of future funding, and/or termination of current funding.

**Partnership Carson City
2022 – 2023 NOTICE OF SUB GRANT AWARD**

**SECTION B
Prevention Services Additional Assurances**

Sub grantee, also agrees to:

1. Submit any changes to the approved sub grant that will result in an amendment, to be received by PCC 60 days prior to the end of the sub grant period. Amendment requests received after the 60-day deadline will be denied. Simple changes can be made up to July 10th 2023.
2. Become coalition members and assist with efforts to implement the CSAP's Strategic Prevention Framework Planning Process;
3. Enter Session Activity Detail records at the start of each recurring program iteration.
4. Provide a program representative to attend Prevention training as listed below:
 - a. All full-time staff must annually complete a minimum of twenty (20) hours of training.
 - b. All part time staff must annually complete a minimum for ten (10) hours of training.
 - c. Participate in the implementation of evidence-based prevention programs, strategies, policies, and practices.
5. Participate in the implementation of the program provided evaluation tool (pre/posttest) by all sub recipients offering recurring direct service prevention programs; ensure that completed surveys are submitted to the PCC immediately following completion of the document. Should the program lack an evaluation tool
6. By signing this award you agree to follow the terms and conditions/ assurances within this document and the attached terms and conditions signed by Partnership Carson City with the BJA and AG offices.

CONTACT INFORMATION:

All questions or concerns should be directed to:

Partnership Carson City
Hannah McDonald
1925 N. Carson Street
Carson City, NV 89701
775-841-4730
Hannah@pcccarson.org

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. This is federal funding passed through PCC to sub grantees.
- B. Substance Abuse Primary Prevention (SAPP): 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. This is state general funding passed through PCC to sub grantees. The purpose of this funding is the implementation of evidence based direct service substance abuse prevention programs, practices, and strategies at the community level. This is state general funding passed through PCC to sub grantees.

- C. State Liquor Tax: The purpose of the state liquor tax dollars is to support secondary and tertiary programs; programs working with incarcerated individuals or those likely to recede. The dollars fund the Forensic Assessment Services Triage Team (FASTT) and supplemental programs such as Mobile Outreach Services Team (MOST).
- D. The Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) was developed as part of the Comprehensive Addiction and Recovery Act (CARA) legislation. COSSAP's purpose is to provide financial and technical assistance to states, units of local government, and Indian tribal governments to develop, implement, or expand comprehensive efforts to identify, respond to, treat, and support those impacted by illicit opioids, stimulants, and other drugs of abuse. COSSAP aims to reduce the impact of opioids, stimulants, and other substances on individuals and communities, including a reduction in the number of overdose fatalities, as well as mitigate the impacts on crime victims by supporting comprehensive, collaborative initiatives.

**Partnership Carson City
2023 NOTICE OF SUBGRANT AWARD**

**SECTION C
Conditions and Reimbursement**

Sub grantee, 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. Quarterly reports will be due quarterly by the 10th of the month following each quarter. If the 10th of the month falls on a weekend, the report will be due by the first business day following the weekend.
2. Any items purchased that extend beyond the sub grant 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 sub grantee. Prior to reimbursement a copy of the packing list and a list of serial numbers and models must be submitted to PCC. The items must be able to be independently verified by location and serial number. PCC reserves the right to request equipment purchased using PCC funds is returned to PCC for use in another program.
3. Sub grantee will actively participate in coalition activities by assigning one or more representatives to a PCC task force, committee, or initiative.

Sub grantee agrees to adhere to the following budget:

Personnel	\$	\$90,000.00
Consultants/Contracts	\$	
Travel	\$	XXX
Training	\$	XXX
Operating	\$	XXX
Other	\$	
Total Cost	\$	\$90,000.00

Reimbursement shall be on the following basis:

1. A Request for Reimbursement will be submitted electronically to PCC and will include only items contained within the sub grant documents. Requests for advance of payment will not be considered or allowed.
2. Sub grantee will enter all required data into the SAPTA data reporting system and submit any required reporting prior to submitting a reimbursement request.
3. Sub grantee will submit, to PCC, the Request for Reimbursement and a supporting schedule summarizing the total amount and type of expenditures made during the reporting period within 10 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.
4. Sub grantee 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.
5. Sub grantee 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.
6. Additional expenditure detail will be provided upon request from PCC. If additional detail or copies of backup documentation are requested by PCC, 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.

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

Additionally, the sub grantee agrees to provide:

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

PCC agrees to:

1. Process Requests for Reimbursement in a timely manner. PCC will reimburse sub grantees and contractors within 80 days of submittal and approval of documentation. Requests for reimbursement will be sent to hannah@pcccarson.org and Lindsey@pcccarson.org
2. Provide technical assistance to ensure compliance with sub grant and to maintain program integrity.
3. PCC reserves the right to reject requests for reimbursement under this sub grant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted.

Both parties agree:

Program Compliance and Fiscal Monitors are a condition of receipt of funding. Programs receiving PCC funding are required to participate in both the certification and the monitor processes. A monitor is regulatory in nature and the purpose of a monitor is to accomplish the following:

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

Termination:

This sub grant agreement may be terminated by either party prior to the date set forth on the Notice of Sub Grant Award period, 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.

Partnership Carson City
1925 N. Carson St.
Carson City, NV 89701



Carson City Board of Supervisors

Juvenile Probation and Detention

To Whom it May Concern,

Partnership Carson City has been awarded the Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) Grant. Through a shared grant application with Partnership Carson City (PCC), Nye Communities Coalition and the Nevada Attorney General's Office PCC has been awarded \$1,065,987 each year for three years. The COSSAP, formerly the Comprehensive Opioid Abuse Program (COAP), was developed as part of the Comprehensive Addiction and Recovery Act (CARA) legislation. The cornerstone of BJA's COSSAP initiative is its emphasis on partnership and collaboration across the public health, behavioral health, and public safety sectors. Effective community responses leverage the combined expertise of each of these disciplines and rely upon unified and coordinated strategies. COSSAP's purpose is to provide financial and technical assistance to states, units of local government, and Indian tribal governments to develop, implement, or expand comprehensive efforts to identify, respond to, treat, and support those impacted by illicit opioids, stimulants and other drugs of abuse.

The BJA and the COSSAP funds they provide meet the goals and objectives are at the forefront of PCC; which is why PCC is honored to be funding Carson City Juvenile Detention/Probation department. The award amount for the department is \$90,000.00 each year for 3 years. There is additional paperwork to be processed before the department can begin to spend these funds. JPO will work with PCC to finalize a budget and scope of work that meets the grants deliverables.

PCC is thrilled to once again fund a staff member for JPO, and looks forward to a continued relationship.

For questions or concerns please call Hannah McDonald at 775-841-4730.

Thank you,

Hannah McDonald, Executive Director Partnership Carson City

Partnership Carson City

2021 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE SITE-BASED PROGRAM (COSSAP) TERMS AND CONDITIONS

ACRONYMS:

BJA - Bureau of Justice Administration
CBO - Community Based Organization
CFR - Code of Federal Regulations
DOJ - (U.S.) Department of Justice
DUNS - (Dun & Bradstreet) Data Universal
Numbering System
EEOP - Equal Employment Opportunity Plan
FFATA - Federal Funding Accountability &
Transparency Act
FSRS - FFATA Sub-award Reporting System
GPRA - Government Performance & Results Act
NPO/NGO - Non-profit Organization/Non-
governmental Organization

NRS - Nevada Revised Statutes
NVOAG - Nevada Office of the Attorney General
("Recipient" or "Grantee")
OIG - Office of the Inspector General
OJP - Office of Justice Programs
OMB - (White House) Office of Management &
Budget
PL - Public Law
SMART - Office of Sex Offender Sentencing
Monitoring Apprehending Registering and Tracking
USC - United States Code

By accepting and signing this award and initialing the Terms and Conditions,

1. The sub-recipient/sub-grantee understands that funding is contingent upon available Federal funds and award levels may be increased or decreased during the course of the project period; and
2. The sub-recipient/sub-grantee understands and will comply with all applicable award conditions.
3. The sub-recipient/sub-grantee understands that it must not rely on this grant funding for sustainability beyond this award period.

Award Conditions include all Federal Pass-Through Special Conditions, State of Nevada/Nevada Office of Attorney General (NVOAG) conditions and any sub-recipient/sub-grantee specific conditions that are required to ensure full grant compliance.

GENERAL COMPLIANCE CONDITIONS:

1. All awards are contingent upon sub-recipient/sub-grantee's submission of the signed Award Document, initialed Terms and Conditions, and applicable items identified in this document.
2. All sub-recipient/sub-grantee awards are contingent upon sub-recipient/sub-grantee having and maintaining current CCR/System for Award Management or SAM registration throughout the award period.
3. The sub-recipient/sub-grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and DOJ). The sub-recipient/sub-grantee also agrees to comply with applicable restrictions on sub-awards to first-tier sub-recipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the U.S. Department of Justice website at <http://www.ovw.usdoj.gov/docs/sam-award-term.pdf> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements) and are incorporated by reference here. This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



4. All sub-grant awards are contingent upon the sub-recipient/sub-grantee obtaining a current Vendor Registration Identification Number with the Nevada Office of the Controller and/or confirming the correct Vendor Number/payment address if their agency has multiple listings. This must be verified by the Fiscal Officer and returned with signed and initialed award documents. Verifications and corrections must be done by sub-recipient/sub-grantee on the Nevada Controller's website: <http://controller.nv.gov/VendorDB/About/Forms/>
5. Sub-recipient/sub-grantee must submit project related sub-contracts and/or sub-awards to NVOAG for approval prior to implementation of contracted project activities.
6. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day or \$81.25/hr. A detailed justification must be submitted to and approved by the NVOAG prior to obligation or expenditure of such funds.
7. Sub-recipient/sub-grantee agrees that all positions funded through the COSSAP grant must be doing the actual work identified in the approved application. The sub-recipient/sub-grantee also agrees that Personnel and Fringe expenses charged to COSSAP are reflective of the time worked on the funded project.
8. Sub-recipient/sub-grantee warrants that all personnel providing services hereunder are United States citizens or are fully and legally authorized to work in the United States. Failure to comply with the foregoing is grounds for immediate termination of this Agreement.
9. Sub-recipient/sub-grantee must provide job descriptions of staff funded and performing award-related activities. These must be submitted with executed award documents. Personnel changes and applicable job descriptions must be reported to and approved by NVOAG on a Project Change Notice (PCN) within thirty (30) days of occurrence. All staff funded by the award must be doing the work identified.
10. The sub-recipient/sub-grantee agrees that if they receive any funding that is duplicative of funding received under this grant, they will notify their NVOAG grant manager as soon as possible so that a PCN can be issued changing the budget and project activities to eliminate the duplication. Further, the sub-recipient/sub-grantee agrees and understands that any duplicative funding will be de-obligated from its award and returned to NVOAG.
11. The sub-recipient/sub-grantee acknowledges that failure to submit an acceptable EEOP (if organization is required to submit one pursuant to 28 CFR, Section 42.302), that is approved by the Office for Civil Rights (OCR), is a violation of the Standard Assurances executed by the organization, and may result in suspension of funding, until such time as the recipient is in compliance, or termination of the award.
12. The sub-recipient/sub-grantee agrees to comply with the applicable requirements of 28 CFR Part 38, the DOJ regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that DOJ grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Sub-recipient/sub-grantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from a sub-recipient/sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.
13. The sub-recipient/sub-grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or the parents or legal guardians of such students.
14. The sub-recipient/sub-grantee agrees that awarded funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

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15. The sub-recipient/sub-grantee understands and agrees that grant funds may be frozen and the award may be terminated if the sub-recipient/sub-grantee does not respond in a timely fashion to requests for information, to address compliance with any of the Terms and Conditions, and/or with NVOAG/OCFO/OIG audit/monitoring and findings.
16. The sub-recipient/sub-grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
17. The NVOAG, upon a finding that there has been substantial failure by the sub-recipient/sub-grantee to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the NVOAG is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.
18. Sub-recipient/sub-grantee agrees that any changes in federal or state law and/or policies regarding grant compliance become part of the award and these Terms and Conditions upon receipt of written notification by postal or electronic mail delivery.
19. Sub-recipient/sub-grantee must retain all documents, including electronic records, related to this award for a minimum of three (3) years following the NVOAG acceptance of their final program and fiscal reports.

REPORTING CONDITIONS:

20. This is a cost reimbursable award. Sub-recipient/sub-grantee agrees to submit Monthly Reimbursement Reports (MFR) to NVOAG with all necessary back-up documentation to justify expenditures. MFRs must be submitted no later than the end of the month following the month of the claim period (*i.e. August 2022 MFR is due by September 30, 2022*), with the exception of June's MFR, which is due by July 15th. An MFR must be submitted monthly even if no reimbursement funds are requested. The signed MFR Back-Up Summary and supporting documentation must be submitted electronically to the AGgrants@ag.nv.gov email address. There is no need to express mail the MFR and back up documentation.
21. Sub-recipient/sub grantee understands all financial reimbursements are contingent upon full compliance with sub-recipient/sub-grantee award conditions. Unfulfilled compliance requirements lasting longer than sixty (60) calendar days may result in forfeiture of this award and denial of future funding.
22. NVOAG reserves the right to refuse MFR claims submitted past the date due. NVOAG also reserves the right to alter MFR due dates at the end of the grant period or in response to unforeseen circumstances upon electronic notification to sub-recipient/sub-grantee.
23. The sub-recipient/sub-grantee agrees to provide and cooperate with any assessments, information or documentation requests from NVOAG necessary to evaluate project progress, compliance and to process reimbursements.
24. Sub-recipient/sub-grantee agrees to comply with requirements for reporting identified at <https://www.cossapresources.org/Program/SiteGrants/Grantee/Management>.
25. Sub-recipient/sub-grantee agrees to submit Performance Management Reports to AGgrants@ag.nv.gov by the 15th of the month following the end of the quarter for the duration of the grant.
26. The sub-recipient/sub-grantee and any of its sub-recipients must promptly refer to OIG and NVOAG any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has 1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG and NVOAG by mail:

Office of the Attorney General

Office of the Inspector General

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August 2022

Authorizing Official Initials



Board President/Equivalent Initials



Grants Unit
Investigations Division
100 North Carson Street
Carson City, Nevada 89701-4717
E-mail: dtanaka@ag.nv.gov
Phone: (775) 684-1110
Fax: (775) 684-1102

U.S. Department of Justice
Investigations Division – Grantee Reporting
950 Pennsylvania Avenue, N.W.
Washington, DC 20530
Online: <https://oig.justice.gov/hotline/contact-grants.htm>
Hotline (English & Spanish) (800) 869-4499
Hotline Fax: (202) 616-9881

Additional information is available from the DOJ/OIG website at <https://oig.justice.gov/hotline>, or by contacting the NVOAG.

AWARD REQUIREMENTS

27. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

28. Applicability of Part 200 Uniform Requirements

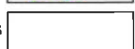
The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and sub awards ("sub grants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any sub recipient ("sub grantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any sub recipient ("sub grantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.





In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Furthermore, any sub-recipient using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

29. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, Financial Guide <https://www.ojp.gov/funding/financialguidedojo/overview> and 2 CFR 200 Uniform Guidance https://www.ecfr.gov/cgi-bin/textidx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

30. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

31. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

32. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

33. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "sub recipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a sub recipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB

Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

34. All sub awards ("sub grants") must have specific federal authorization

The recipient, and any sub recipient ("sub grantee") at any tier, must comply with all applicable requirements for authorization of any sub award. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "sub award" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any sub award are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubAwardAuthorization.htm> (Award condition: All sub awards ("sub grants") must have specific federal authorization), and are incorporated by reference here.

35. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any sub recipient ("sub grantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a sub award).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

36. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any sub recipient ("sub grantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, sub recipients ("sub grantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any sub recipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and sub recipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

37. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any sub recipient ("sub grantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post-award Requirements" in the "DOJ Grants Financial Guide").

38. Requirement for data on performance and effectiveness under the award

The recipient and sub recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

39. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any sub recipient ("sub grantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Sub grantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Sub-grantees.htm>

<https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>

40. Effect of failure to address audit issues

The recipient and sub recipient understand and agree that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

41. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or BJA, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

42. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any sub recipient ("sub grantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

43. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any sub recipient ("sub grantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

44. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any sub recipient ("sub grantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and sub recipient ("sub grantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and sub recipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

45. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any sub recipient ("sub grantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any sub recipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, sub grant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or sub recipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

46. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any sub recipient ("sub grantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://www.ojp.gov/funding/explore/overview>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a sub recipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, or the sub recipient is to notify the Grants Unit Manager at NVOAG who will contact OJP for guidance, and recipient and sub recipient may not proceed without the express prior written approval of OJP.

47. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any sub recipients ("sub grantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, sub recipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

48. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or sub recipient ("sub grantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make sub awards ("sub grants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds

(whether through a sub award ("sub grant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. it certifies that, if it learns or is notified that any sub recipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

49. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any sub recipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

50. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and sub recipients ("sub grantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by

this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

51. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

52. The award recipient and sub-award recipients agree to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

53. Protection of human research subjects

The recipient (and any sub recipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

54. Grantee and sub grantee agree that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded program or service that incorporates such religious activities, (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-Federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.

55. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

56. FFATA reporting: Sub awards, sub sub awards and executive compensation

The recipient must comply with applicable requirements to report first-tier sub awards ("sub grants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier sub recipients (first-tier "sub grantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Sub awards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

57. Copyright; Data rights

The recipient and sub recipient acknowledge that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with

derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or sub award; and (2) any rights of copyright to which a recipient or sub recipient purchases ownership with Federal support.

The recipient and sub recipient acknowledge that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or sub award; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each sub recipient, if applicable) to ensure that this condition is included in any sub award under this award.

The recipient has the responsibility to obtain from sub recipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed sub recipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

With respect to any subject invention in which NVOAG or a sub award recipient or subcontractor retains title, the federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. The sub award recipient or subcontractor will retain all rights provided for the award recipient in this clause, and the award recipient will not, as a part of the consideration for awarding the sub award, obtain rights in the sub award recipient's or subject inventions. Communication on matters relating to this Patent Rights Clause should be directed to IIR, which will review and forward them to the General Counsel, OJP, DOJ.

58. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

59. The recipient and sub recipient agree to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 15PBJA-21-GG-04508-COAP awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

60. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

61. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient and sub recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

62. The recipient and sub recipient agree to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any sub awards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

63. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

64. The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either - (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

65. The sub-recipient understands and acknowledges that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

66. To the fullest extent permitted by law, each party shall forever indemnify, defend, and hold harmless the other party, its officers, directors, employees, representatives, agents, members and affiliates and each of its or their heirs, personal representatives, successors, and assigns, from and against any and every claim, demand, liability, loss, damage, action, debt, judgment, execution, cost, and expense (including reasonable attorney fees and court costs), of whatever kind or nature, which may be asserted against or suffered or incurred by the foregoing indemnities, or any of them, and which arise, directly or indirectly, either in law or in equity, as a result of any misrepresentation or breach of any warranty, covenant, obligation, or term by the indemnifying party hereunder, or by reason of any act or omission of the indemnifying party, its officers, employees, subcontractors, sub recipients, representatives or agents in the performance of the work.

Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) Grant -Specific Terms and Conditions

67. Sub-recipient agrees to serve the jurisdictions included in their approved budget and scope of work.
68. Sub-recipient agrees to adhere to the allowable usage categories; 1) law enforcement and other first responder diversion programs, 2) naloxone for law enforcement and other first responders, and 3) identifiable and accessible take-back programs for unused controlled substances found in the home and used by hospitals and long-term care facilities.
69. In addition to the approved scope of work activities outlined in the allowable usage categories, sub-grantee will continue to actively and collaboratively engage on the proposed initiative with the existing workgroup, and assist in building the workgroup throughout the program period of performance .
70. Sub-recipient agrees to plan to respond to requests for data and information from the Bureau of Justice Assistance (BJA) designated researcher who may conduct site-specific visits or cross-site visits to conduct and evaluation of the MOST/FASTT.
71. Sub-recipient agrees to attend/participate in monthly calls with the Bureau of Justice Assistance (BJA), Institute for Intergovernmental Research (IIR), and partners. Additionally, the sub-recipient agrees to submit quarterly Performance Measurement reports by the 15th of the month after the quarter to AGgrants@ag.nv.gov.
72. During the period of this sub-award, confidential material may be disclosed between the parties to permit agreed-upon services to be performed. Such material will be identified at the time it is provided to the other party. Each party will advise and require all assigned employees, agents and consultants to treat such material as confidential and will not disclose such information or work products to any person, organization or corporation. At any time during this sub award, the Institute for Intergovernmental Research (IIR) may require a separate supplemental nondisclosure agreement to be executed detailing any applicable additional obligations.
73. Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The sub-recipient must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp_grantondition. The sub-recipient must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.
74. Sub-recipient and sub subrecipient agree to take reasonable steps to provide meaningful access to the project and activities funded under this Award for persons with limited English proficiency pursuant to information located at <http://www.lep.gov> .
75. All travel reimbursements must conform to the limits established by the U.S. General Service Administration as published at <http://www.gsa.gov>. Authorized travel will be reimbursed in accordance with the NVOAG travel policy.
76. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
77. Sub-recipient/sub-grantee agrees to submit an executed copy of the Statement of Sub-grant Audit Arrangements with the executed award documents.
78. When applicable, sub-recipient/sub-grantee agrees to provide NVOAG with an electronic or hard copy of their most recent agency audit and annual reports within seven (7) days of receipt of same, but no later than June 30, 2022.



79. Sub-recipient/sub-grantee agrees to complete the Office for Civil Rights (OCR) training no later than September 30, 2022. The link for this training is <http://ojp.gov/about/ocr/assistance.htm>.

All recipients and sub-recipients of federal funds are prohibited from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and age. For a complete review of these civil rights laws, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

80. Sub-recipient/sub-grantee agrees to have and keep all applicable liability coverages current.

81. Sub-recipient/sub-grantee must have policies and procedures in place to adequately respond to and resolve complaints from those they serve and those they employ, including "whistle-blower" complaints. More information may be found at <https://www.ojp.gov/program/civil-rights/overview>.

82. Sub-recipient must have policy for making determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. Details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award Condition: Determination of suitability requires, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

83. The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Employment eligibility verification for hiring under award) and are incorporated by reference here.

Restrictions and certifications regarding non-disclosure agreements and related matters. No recipient or sub-recipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient –
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it hears or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized to make subawards or contracts under this award –
 - a. It represents that –
 - i. It has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or

- restrict) employees or contractors from reporting waste, fraud, or abuse as described above;
and
- ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. It certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will assume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

84. Sub-recipient must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data information. The subrecipient further agrees, as a condition of sub-award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23 to NV OAG.

85. Sub-recipient/sub-grantee agrees to monitoring conducted by the OAG, whether it be through site visits, desk reviews, monthly meetings, and/or quarterly meetings.

86. If the sub-recipient/sub-grantee has/will have lower tier sub-recipients, the sub-recipient/sub-grantee will monitor lower tier sub-recipients for compliance with this award.

87. Sub-recipients must use Overdose Detection Mapping Application Program (ODMAP) for suspected overdose data trends for the subrecipients area of responsibility to target outreach and harm reduction activities such as distribution of naloxone. An appropriate point of contact must maintain access and can coordinate with the OAG Substance Abuse/Law Enforcement Coordinator for training and access no later than 60 days after executing sub-award. The OAG will provide training on the use of ODMAP to the sub-recipients on how to produce reports that highlight areas of higher suspected overdoses. ODMAP data trend reports must be referenced in quarterly reporting that highlight which areas were targeted for outreach and harm reduction activities.