

**EDUCATIONAL AND VOCATIONAL OPPORTUNITIES LEADING  
TO VALUABLE EXPERIENCES (EVOLVE) PROGRAM AGREEMENT  
BETWEEN THE CITY OF LAS VEGAS AND  
WESTCARE NEVADA**

THIS AGREEMENT, made and entered into this 3<sup>rd</sup> day of December, 2008, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and WestCare Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is ATTN: Laurie Koziarski, Regional Accountant, 900 Grier Drive, Las Vegas, NV 89119.

**WITNESSETH**

WHEREAS, the CITY has entered into a Grant Agreement with the Department of Health and Human Services Substance Abuse & Mental Health Services Administration (SAMHSA) Drug Free Communities Programs Progressive Grant Program, hereinafter referred to as "EARMARK" Program under the authority of Section 501(d)(5) of the Public Health Service (PHS) Act as amended; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the EVOLVE program to ensure that it conforms to SAMHSA Regulations and cost principles; and

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet the Drug Free Communities Programs Progressive Grant Program (defined in 45 CFR Part 74 and/or 45 CFR Part 92 as applicable). The Drug Free Communities Programs Progressive Grant program funds are used as follows:

1. Provide assistance to ex-offenders and other hard-to-serve populations over the age of 18 that have been involved in the criminal justice system, unemployed/under-employed, low income or no income, may have been diagnosed with a substance abuse addiction, and may be homeless; and (hereinafter "Project");
2. Provide the provision of direct services to assist EVOLVE clients with substance abuse/addiction services treatment, relapse prevention and assessment services in order to attain sobriety, rehabilitation, self-sufficiency and stability; and

NOW, THEREFORE, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICE**

**A. ACTIVITIES**

Subrecipient will be responsible for administering a FY2008-2009 EARMARK-funded Program known as "Substance abuse/addiction treatment, relapse prevention and assessment services to EVOLVE program recipients" as specified in the approved Scope of Services Exhibit "A", hereinafter referred to as "Program" or "Project." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed Two Hundred Nine Thousand Seventy-Four and 00/100 Dollars (\$209,074.00) in EARMARK funds, hereinafter "EARMARK Funds" or "Funds" to be allocated in accordance with the Work Products and Costs as detailed in Exhibit "B," attached hereto. SUBRECIPIENT hereby agrees to utilize said EARMARK Funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

## **B. PROGRAM DESCRIPTION**

1. *Scope of Services to be provided. For full scope of services See Exhibit "A" attached hereto and incorporated herein.*

Purpose of Services:

To perform substance abuse/addiction treatment, relapse prevention and assessment services to specified EVOLVE Program recipients.

Tasks to be Performed:

See Exhibit "A" and Exhibit "B" attached hereto.

Level of Service to be Provided:

See Exhibit "A" and Exhibit "B" attached hereto.

Measurable Goals for Grant period:

Complete the Tasks and Services by the dates in the Timeline, Exhibit "F".

Changes in the Scope of Services as outlined herein must be in accordance with EVOLVE Program regulations, made by written amendment to this Agreement and approved and signed by both the Subrecipient and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments, which revise the Agreement language without any funding impact. Any such changes must not jeopardize the EVOLVE Program funding to the City.

2. *The following are either opportunities, which may enhance, or constraints which may limit the ability of SUBRECIPIENT to effectively implement said Program in the City of Las Vegas. NONE*

3. The SUBRECIPIENT hereby appoints the following representative to attend *scheduled quarterly meetings between WestCare Nevada and the City of Las Vegas, Neighborhood Services Department*:

**Candice Kidd  
Deputy Administrator WestCare Nevada  
900 Grier Drive  
Las Vegas, NV 89119**

**C. PROGRAM REPORT**

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning November 24, 2008 or the date first written above, until September 29, 2009, with a one year no cost extension, contingent upon the funding source availability, to be automatically granted if program has not concluded, unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, no later than the 30<sup>th</sup> of the month, the Quarterly Program Report, Exhibit "C", which shall provide program statistics and a narrative to demonstrate compliance with the national objective as stated above. Failure to submit said Report in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures, or (2) termination procedures will be initiated, as set forth in Section V.B. of this Agreement. Reports shall follow the format of Exhibit "C". Quarterly Reports must be submitted even if a request for reimbursement is not submitted for that quarter. Said report shall contain, but not be limited to, the following data:

1. Information on activities completed monthly/quarterly, problems encountered during the reporting period, successes, activities planned for the next month/quarter, total participants enrolled in projects, total participants enrolled in treatment, # of completions/terminations, placements.
2. Statement of project goals identified in Subrecipient contract/agreement and measurable accomplishments toward achieving goals and objectives.
3. Written narrative and description of services and expenditures will be included in each Quarterly Status Report.
2. The Subrecipient will provide a copy of all written Reports developed for the Project to the City including materials which help document the progress of the Project such as: announcements, media releases,

photographs, video footage, project timelines, participant progress, surveys, and questionnaires.

3. The Subrecipient will provide a final, brief, written report with the final invoice, which summarizes the Project's successes and lessons learned.

#### **D. FINANCIAL REPORT**

##### **1. ANNUAL REPORTING OF ACCRUALS**

Accruals shall be reported to the City of Las Vegas (CLV) annually as detailed in the Exhibit "D". Accrual accounting requires that expenses be reported when incurred or an exchange has taken place. The Accrual Reporting Form must be included as a separate attachment, to your Final Program report. To accomplish this, grantees will need to itemize all goods or services purchased or contracted for, but not yet paid. Expenses on the accrual list will not be included on your monthly reimbursement request form total.

##### **2. QUARTERLY REPORTING OF REIMBURSEMENTS**

The CITY shall reimburse the Subrecipient only for expenses paid or incurred as outlined in Exhibit "E", provided the expenditures are made after the Project's start date and before the completion date. Disbursement of grant funding is through reimbursement process only. The Request for Release of Funds form must be included as a separate attachment, to your Quarterly Program report. A Request for Release of Funds form, as detailed in Exhibit "E", must be used to request reimbursement from the City of Las Vegas, Neighborhood Services Department for EARMARK funds expended for the 2008/2009 Fiscal Year.

##### **4. DOCUMENTATION OF COSTS**

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, an accounts payable printout, check register, or balance and activity report, will result in a non-pay status for the request.

#### **E. TIME OF PERFORMANCE**

This Agreement provides for funding of SUBRECIPIENT'S program rendered in accordance with this Agreement from November 24, 2008 or the date first written above, until September 29, 2009, with a one year no cost extension to be automatically granted if program has not concluded, inclusive. The Subrecipient agrees to perform the described services by the deadline set forth in the Timeline, Exhibit "G" attached hereto. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no EARMARK Funds are received during fiscal year 2008-2009. Furthermore, the CITY shall be liable only for payment proportional to the extent that EARMARK Funds are received by the CITY.

In the event the CITY receives notification from SAMHSA that EARMARK funds will be reduced or otherwise available for future payment of costs accrued under the SAMHSA award and this subagreement, City shall immediately notify Subrecipient of such loss of funding and Subrecipient may immediately stop work under this agreement to avoid incurring additional costs. City shall reimburse Subrecipient for costs incurred up to the date of notification to Subrecipient of such loss of funding. City shall not be held liable to reimburse Subrecipient for any costs incurred after Subrecipient receives such notification. City shall not be liable to pay for any costs incurred by Subrecipient that are subsequently disallowed as not allowable, allocable or reasonable under this agreement or as determined by SAMHSA.

## **II. CITY GENERAL CONDITIONS**

### **A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS**

SUBRECIPIENT agrees to abide with all Policies, Regulations and EVOLVE program criteria as specified in the Neighborhood Services EVOLVE Program Manual. SUBRECIPIENT shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

### **B. IRS REGULATIONS**

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he/she is paid \$600 or more, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

### **C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES**

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for EVOLVE funding.

### **D. INDEMNIFICATION**

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, SUBRECIPIENT shall indemnify, defend, and hold harmless CITY from and against any and all liabilities, claims, losses,

lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by SUBRECIPIENT or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. SUBRECIPIENT will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. SUBRECIPIENT's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$50,000.00 per cause of action.

**E. THIRD PARTY CONTRACTS**

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

**F. ON-SITE MONITORING**

Projects and Programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, SAMHSA and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

**G. ACCESS TO RECORDS**

At any time during normal business hours, SUBRECIPIENT'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, SAMHSA and/or the Comptroller of the United States, or any combination thereof. Such records shall be made available at a location convenient to the CITY.

**H. INSURANCE**

WestCare Nevada is self insured in accordance with the limitations set forth in NRS 41.0305 to NRS 41.039. Workers compensation and employer's liability insurance shall be provided as required by Nevada Revised Statutes.

**I. LIMIT ON ASSIGNMENT OF INTEREST**

SUBRECIPIENT may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

**III. FEDERAL GENERAL CONDITIONS**

The Subrecipient agrees to comply with the following federal laws, acts or regulations:

**A. SECTION 106 (G) OF THE TRAFFICKING VICTIMS PROTECION ACT OF 2000**

SUBRECIPIENT shall comply with the requirements of Section 106 (g) of the Trafficking Victims protection Act of 2000, as amended (22 U.S.C. 7104).

**B. “CONFIDENTIALITY OF ALCOHOL AND DRUG ABUSE PATIENT RECORDS”**  
SUBRECIPIENT shall comply with the “Confidentiality of Alcohol and drug Abuse Patient Records” regulations (42 CFR 2), including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

**C. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS 45 CFR PART 74 and 92**

Program income accrued under this grant may be accounted for and used in accordance with (45 CFR 74.24) and (45 CFR 92.25) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs set forth in the applicable OMB Circulars A-102, “Grants and Cooperative Agreements with State and Local Governments,” and A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” and OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations."

**D. ASSURANCE OF COMPLIANCE WITH SAMHSA CHARITABLE CHOICE STATUTES AND REGULATIONS**

SUBRECIPIENT agrees to comply, as applicable, with any and all provisions of SAMHA’s Charitable Choice statutes codified at Sections 581-584 and 1955 of the Public Health Service (PHS) Act (42 U.S.C. “290kk, et seq., and 300x-65) and their governing regulations at 42 C.F.R. part 54 and 54a respectively. SAMHA’s two Charitable Choice provisions [Sections 581-584 and Section 1955 of the Public Health Service (PHS) Act, 42 USC 290k, et sq., and 42 USC 300x-65 et seq., respectively] allow religious organizations to provide SAMHSA-funded substance abuse services without impairing their religious character and without diminishing the religious freedom of those who receive their services. These provisions contain important protections both for religious organizations that receive SAMHSA funding and for the individuals who receive their services, and apply to religious organizations and to State and local governments that provide substance abuse prevention and treatment services under SAMHSA grants.

**E. EXPIRATION OR REVOCATION OF AGREEMENT**

Upon the expiration or revocation of this Agreement, SUBRECIPIENT shall transfer to CITY any EARMARK funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of EARMARK funds.

**IV. FINANCIAL MANAGEMENT**

**A. AUDIT REQUIREMENTS**

This Agreement is subject to requirements of the United State's Office of Management and Budget (OMB) Circular A-133, entitled "Audits of States, Local Governments, and Non-Profit Organizations (revision published June 27, 2003)." These requirements are subject to the exceptions in 45 CFR 74.26(d).

Effective June 27, 2003, the OMB requires that grant recipients who receive \$500,000 in federal funds aggregate, conduct an A-133 audit. In order to ensure Program compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires a Subrecipient receiving annual federal funding of \$50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient must submit the audited financial statement no later than six (6) months after the conclusion of the second program year of federal funding.

All Subrecipients who fall under the requirements of OMB A-133 Auditing rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

**B. RIGHT TO REVIEW AND AUDIT**

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the SUBRECIPIENT goes out of existence, the SUBRECIPIENT shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

The SUBRECIPIENT agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Contract at any time during normal business hours and under reasonable circumstances and to copy there from any information that the City desires concerning SUBRECIPIENT'S operation hereunder. The SUBRECIPIENT further understands and agrees that said inspection and audit would be exercised upon written notice. If the SUBRECIPIENT or its records or books are not located within Clark County Nevada, in the event of an inspection and audit, SUBRECIPIENT agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the SUBRECIPIENT are incomplete, the SUBRECIPIENT agrees to pay the City or the City's representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Contractor's offices to inspect and audit, as deemed necessary, all

records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

**E. FINANCIAL RECORDKEEPING**

Financial records pertaining to all invoices and/or other relevant data concerning matters related to this Agreement may be requested from SUBRECIPIENT by duly authorized CITY representatives, CITY-contracted independent auditors, SAMHSA and/or the Comptroller of the United States, or any combination thereof.

**F. RECORDS**

SUBRECIPIENT shall comply with all records retention requirements specified in 45 CFR, Part 74.53 and 45 CFR, Part 92.42. All financial and programmatic records must be retained for three years in accordance with SAMHSA and CITY requirements with respect to all matters covered by this Agreement, unless there is an unresolved audit issue, in which case the records will be retained until audit resolution of all issues or end of the regular three-year period, whichever is later.

**G. PROGRAM BUDGET**

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project costs delineated in Exhibit "B" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. SUBRECIPIENT shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

**H. METHOD OF PAYMENT**

The CITY shall reimburse valid invoices for approved fee for service expenditures identified in Exhibit "B" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are EVOLVE-ineligible or which are not within the scope of this Agreement. Invoices shall be accompanied with reports as detailed in "Scope of Services" section of this Agreement.

**I. UNEXPENDED FUNDS**

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to such unexpended portion for other Projects/programs operating under the CITY'S EVOLVE Program. An extension of the September 29, 2009 deadline may be authorized in writing by the CITY Neighborhood Services Director or the Director's designee.

**J. ACCOUNTING METHODS**

Expenditures charged to CITY fiscal year 2008-2009 EARMARK funds will be accounted separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

**K. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY**

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-122, Cost Principles for Non-Profit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) The SUBRECIPIENT must transfer upon expiration of the term of this Agreement any EVOLVE funds on hand at the time of expiration and any accounts receivable attributable to the use of EVOLVE funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to 45 CFR Parts 74 and 92 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of EVOLVE funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-EVOLVE funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

**V. MODIFICATION OR TERMINATION OF AGREEMENT**

**A. AMENDMENT OR REVISION REQUIRED BY SAMHSA**

SUBRECIPIENT and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by SAMHSA and/or any applicable federal statutes or regulations.

**B. TERMINATION PROCEDURES**

SUBRECIPIENT and the CITY hereby agree that this Agreement pursuant to 45 CFR 74 and 92 is subject to federal enforcement procedures identified in 45 CFR 74.60, 45 CFR 74.61, and 45 CFR 92.44.

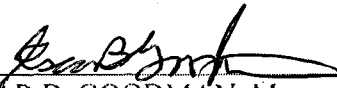
As Recipient, the CITY reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 45 CFR 74.60, 45 CFR 74.61, and 45 CFR 92.44 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at **900 Grier Drive, Las Vegas, NV 89119**.

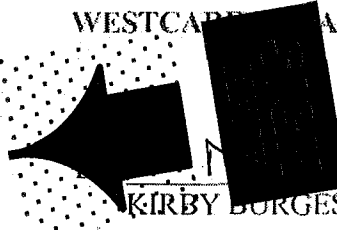
**C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

By:   
OSCAR B. GOODMAN, Mayor

WESTCAROLINA  
  
Kirby Burgess  
KIRBY BURGESS, Vice President

Its: SR. Vice President

ATTEST:

By:   
BEVERLY K. BRIDGES, City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 11-18-08  
Date

EXHIBIT "A"  
CITY OF LAS VEGAS  
SCOPE OF SERVICES TO BE PROVIDED

The Scope of Work shall consist of the services set forth herein:

Rehabilitation services are a key component to the success rates of clients who return to the community as contributing members. The underlying goal of this project is to prepare clients for self-sufficiency, therefore, funding received under this grant will be used for substance abuse treatment, case management services, support services, relapse prevention and job placement activities.

The program plans to serve 100 clients. The target population is ex-offenders and other hard-to-serve populations over the age of 18 that has been involved in the criminal justice system, unemployed/under-employed, low-income or no income, may have been diagnosed with a substance abuse addiction, and may be homeless. The participants may be male or female and may identify with any of the racial/ethnic groups.

The long term outcomes of this project are to assist with sobriety and rehabilitation; assist clients with achieving self-sufficiency and stability; reduce criminal involvement (lower recidivism); decrease public nuisance; reduce jail cost; and reduce the incidence of homelessness, as follows:

**Performance Measurements:**

# received clinical assessments

# enrolled in treatment

# received supportive services\*

# completed treatment

**Outcomes:**

100% of referrals receive clinical assessment

80% of those enrolled in treatment will access treatment

100% of those that need supportive services receive supportive services whether by EVOLVE, Westcare or a community provider

60% of those enrolled in treatment complete treatment

\*supportive services that are provided by Westcare and not EVOLVE

For the purpose of this agreement, WestCare Nevada, a previous SAMHSA grant recipient, will provide substance abuse and addiction treatment services. WestCare is a 501 (c) (3) non-profit behavioral health substance abuse treatment agency founded in 1973 and has been providing a full continuum of substance abuse and addiction treatment services for 34 years. WestCare was created to provide community-based substance abuse treatment for people who are indigent or from low-income households, and who would not otherwise have access to the services they need. WestCare specializes in serving those historically considered difficult to treat, such as those who are indigent, have multiple disorders or are involved with the criminal justice system.

EXHIBIT "B"  
WORK PRODUCTS AND COSTS

**1. Period of Services**

The SUBRECIPIENT will conduct assessment and stabilization services in two phases to take place beginning November 24, 2008 through September 29, 2009.

**Phase #1 Assessment**

**Phase #2 Stabilization**

**2. Payments**

Substance abuse/ relapse prevention and assessment services based on 100 clients at an average cost up to \$2,090 per client which equates to a total payment up to \$209,074. The exact cost will be determined by the level of treatment required by each client's individual clinical assessment.

WestCare Nevada  
Services and Fees to be used with Sliding Fee Scale  
Adult Service Fee Schedule

Service	Health Division Placement Level	Fee
Assessment/Evaluation		\$100 per assessment
Outpatient Individual	Level I	\$50 per session
Outpatient Group	Level I	\$25 per session
Intensive Outpatient Individual	Level II	\$50 per session
Intensive Outpatient Group	Level II	\$65 per session
Residential	Level 111.1	\$90 per day
Residential	Level 111.3	\$90 per day
Residential	Level 111.5	\$90 per day
Pregnant/Parenting Women	Level III	\$110 per day
Transitional Housing		\$25 per day
Social Detox	Level 111.2 Detox	\$110 per day

**3. Phases of Program Services**

Once a referral is made, the program services will be delivered in two phases: assessment and stabilization. The assessment phase will be coordinated by EVOLVE. Stabilization consists of treatment activities and will be led by WestCare Nevada.

**Phase #1 Assessment** – during this phase clients are assessed for program suitability, substance abuse treatment needs and/or support services. EVOLVE is customized to meet the needs of each

client and takes into account the cultural characteristics of the client in determining the best way to assist the client. Cultural competence ensures that clients receive services that are sensitive and responsive to cultural differences and special needs. By focusing on one client at a time, staff is uniquely able to identify cultural and ethnic issues that impact an individual and incorporate them into planning and service delivery.

Assessments emphasize client assets as well as deficits, allowing the client to be seen as an individual with unique talents, skills, and life history. Assessments also identify specific unmet needs, and recognize that even the most troubled individuals have strengths, assets, and coping skills that can be built upon when creating an intervention approach. Assessment will not be limited narrowly to the substance abuse and mental health domains, but will take an ecological approach to consider all life domains, including social networks, educational, vocational, medical, psychological, safety, and others. Demographic information for reporting will be collected along with client substance abuse history, family status, housing situation, previous employment, mental health, treatment history/outcomes and criminal history. No client will be accepted into the program unless the program can meet that client's needs. Any client whose physical or mental condition changes to such an extent that they can no longer be adequately treated under the program will be referred promptly to an appropriate program. Program participation is completely voluntary.

Beyond the clinical aspects, other administrative tasks to be accomplished prior to program entry include: GPAR tool, health questionnaire, confidential release of information, consent to treatment, client rights and appeal process, financial resources, and a myriad of other documents required to comply with state or federal laws, regulations, statutes, codes, and requirements.

This program will incorporate a Multi-Disciplinary Team approach (MDT) which will be the cornerstone of client and program success. The MDT includes representatives from the treatment provider (WestCare), EVOLVE and other appropriate persons (including the client's family) will have input in the development and implementation of an appropriate plan for each client. Each plan will be focused on goals, objectives and barriers and will be developed based upon information gathered at intake. The plan is continually updated as clients' personal situations and goals evolve. An analysis of this information will allow the client and Case manager to incorporate realistic timelines, identify steps to sustain employment, and select the appropriate course of action to achieve self-sufficiency.

**Phase #2 Stabilization** - this is the main phase where treatment activities occur. The case manager will ask the client if they require rehabilitative treatment for any type of substance abuse. If the client indicates yes, treatment for the problem requiring rehabilitation will take precedence over other services. If the client requiring treatment is employed, outpatient rehabilitation will be sought first. Case management will be coordinated between EVOLVE and WestCare to ensure a streamlined, consistent flow of communication, information, and services to clients. Clients will be assigned a case manager who will be ultimately responsible for their overall success and whom will follow them throughout the program. During the stabilization phase, treatment staff will provide continuity for clients and document all activities, contacts, and services provided, including information on assistance, counseling, and employment in client case files. This information will be used by the case manager to plot and plan the success of each client for relapse prevention and other ancillary support services.

All applicants are clinically assessed at the time they are enrolled into treatment with WestCare and undergo a comprehensive assessment process. Individuals are screened for alcohol and substance abuse as well as for mental health issues. For substance abuse disorders the Addiction Severity Index (ASI) and psychosocial history are utilized to determine the level of substance abuse problems that are creating issues in physical, social, economic, or psychological functioning. The ASI is considered appropriate for adults of either gender, for most levels of socioeconomic status, and for most literacy levels. The ASI is a structured interview consisting of 161 questions, takes approximately one hour to complete, and is available in both English and Spanish versions. ASI questions cover seven areas commonly affected by drug and alcohol dependence: medical, employment, alcohol, drug, legal, family/social, and psychiatric problems. Medical assessments include a medical history, physical exam, screening for infectious diseases (HIV, STDs, TB, and Hepatitis B/C).

The clinical assessment provides for admission consideration on a routine or priority basis. Priority individuals are always granted entry within seven days, if not on the day of application. Referrals are made as deemed appropriate. Interim services are offered immediately to include, at a minimum, emergency shelter, crisis stabilization, emergency medical referrals or transportation to other agencies. Licensed or certified counselors address immediate applicant needs, perform crisis management, provide gender specific assessment, and make decisions on program entry or referral.

This program plans to implement two Effective Practices to provide multi-disciplinary case management for persons with dual disorders while in treatment: (1) Intensive Case Management/The Assertive Community Treatment (ACT) Model; and (2) Motivational Intervention/Stages of Change.

Intensive Case Management - The Assertive Community Treatment Model was formulated in the 1970s for dually diagnosed clients needing a full range of social services (Stein and Test, 1980) and utilizes the team approach of therapists, substance abuse counselors, social service providers and well-developed referrals for housing and other needs. The Assertive Community Treatment Model integrates treatment planning into a comprehensive bio-psychosocial assessment and begins helping the client identify goals and plans to achieve them. The case management system is intensive as it engages the client, responds to crisis, and maintains contact throughout the service process. It has been found to be appropriate with alcoholics, parolees with substance abuse problems, and clients with co-occurring disorders.

The Motivational Interventions/Stages of Change model includes when outreach workers, medical personnel, case managers and counselors first meet a potential client. The client often does not realize that they are in need of substance abuse treatment, mental health services, or other interventions. Clients are in the Pre-Contemplative Stage of Behavior Change. Staff will help clients achieve insight into their problem(s); move through awareness of the problem to embrace action to address the ways in which problems have affected their lives; and adopt behaviors to change themselves and their situations (Prochaska and DiClemente, 1984). Enhanced Motivational Techniques have been shown to reduce substance use and mental health symptoms and have led to better social adjustment and treatment results (Landry, 1996).

One adaptation will be made to the practices. This adaptation, the inclusion of a trauma overlay to screen for and treat individuals who are trauma survivors, does not, in our belief, affect the model itself in any essential way because trauma is a fact that underlies the lives of a significant portion of the target population. Along with the target population's homelessness, the prevalence of war veterans among the target population, violent background of offenders and their co-occurring mental health disorders, suggest that screening for trauma and PTSD among males as well as females would be productive. Those clients that are deemed severely mentally ill will be referred to the Southern Nevada Adult Mental Health Services (SNAMHS), a community partner that provides intensive mental health services.

This project will provide treatment services as defined by the following American Society of Addiction Medicine (ASAM) criteria:

- Level I Outpatient Individual Counseling Services offers adults a range of services which include professionally directed evaluation/assessments, individual counseling, skill building, case management, access to referral sources, and 90 days of continuing care/aftercare planning. Individual counseling sessions focus on the following: setting appropriate treatment goals, exploring emotions, coping techniques, behavior management, socialization, family reunification, and relapse prevention.
- Level I Outpatient Services for Adults Group Counseling offers professionally directed evaluation, group counseling, education, skill building, case management, 90 days of continuing care/after plans and, if indicated, individual counseling. Group counseling includes cognitive behavioral therapy, process groups, and are designed based on the developmental needs of clients' gender, ethnic and cultural needs.
- Level III.1, III.3 and III.5 Residential Treatment for Adults offer a structured recovery environment based on the Therapeutic Community approach. The approach has been researched extensively and demonstrated to be adaptable to treat individuals with special needs, including adolescents, women, those with severe mental disorders and individuals in the criminal justice system. The typical client at this level has more severe problems with co-occurring mental health problems and more criminal involvement. The programs utilizes a cognitive behavioral approach and focuses on re-socializing the individual, using the program's community including other residents, staff and the social context as active components of treatment.
- Level III.2-D and III.7-D Residential Detoxification for Adults provide non-medical detoxification and treatment services. Appropriately trained staff provides 24-hour supervision, observation, and support for clients who are intoxicated or experiencing withdrawal. In addition, the program relies on established clinical protocols to identify clients who are in need of medical services beyond the capacity of the facility and to transfer these clients to more appropriate levels of care. Detoxification is viewed as a first stage of addiction treatment and the potential precursor to effective drug addiction treatment.

Residential treatment will be provided on-site during the course of the treatment phase. The average duration for substance abuse treatment is 3-6 months, depending upon the level of care needed by the client. Upon completion of the treatment program, the case manager will meet with the client thirty days prior to release from treatment to identify support barriers, needs, after

care, housing, and existing resources. This will provide information for the case manager to coordinate support efforts prior to the client being released to ensure a consistent flow of services, and to divert the reoccurrence of jail. EVOLVE cooperates with other non-profits and housing programs to access housing opportunities and support services in addition to utilizing local, state, and federal housing resources. Focus will be placed on transitioning clients who are homeless to transitional/permanent housing arrangements such as sober living environments, apartments, assisted living facilities, board and care facilities, and/or family reunification. Wrap-around support case management services will be co-managed with the case manager coordinating the relapse prevention services.

The treatment and EVOLVE staff consists of equal proportions of gender and race. The staff is reflective of the different cultures typically represented within the target population. Both male and female staff members are available to address any gender concerns. Gender specific process groups will be available. Several staff speaks Spanish as well as English and when necessary, resources in the community are utilized to translate into other languages. In-service training is provided regularly to assure and improve cultural competency. Both partners, the city of Las Vegas and WestCare have a proven history of providing assistance to any person regardless of age, race/ethnic or cultural background, language barriers, sexual orientation, disability, literacy, and/or gender.

EXHIBIT "C"  
QUARTERLY REPORTS

«Organization\_Name»

Neighborhood Services Department  
Neighborhood Initiatives Division  
ATTN: Tyrone Thompson, Manager  
400 E. Stewart, 2<sup>nd</sup> Floor, City hall  
Las Vegas, NV 89101

RE: Project: «Project Name»  
Represents \_\_\_\_\_  
Months/Quarter \_\_\_\_\_

Dear Project Manager:

**The attached program billing represents and includes the program goals achieved and clients served. During the month(s)/quarter we provided service to \_\_\_ clients and accomplished the following program objectives.**

**EVOLVE Sample Enrollment and Expenditure Report**

	11/24/08 – 1/24/09		1/25/09 – 4/24/09		4/25/09 – 7/24/09		7/25/09 – 10/24/09	
	Planned	Actual	Planned	Planned	Actual	Actual	Planned	Actual
Total Enrollments								
Total Enrollments in Treatment								
Type of Treatment(s)								
Completers								
Non-Completers								
Total Expenditures								

Activities/Objectives	This Quarter	Year To Date	Goal

EXHIBIT "D"  
*City of Las Vegas*  
 Neighborhood Services Department  
**EVOLVE PROGRAM**  
 Annual Accrual Form  
 Exhibit "E"

Agency: \_\_\_\_\_

Reporting  
 Timeframe: \_\_\_\_\_

A	Description of Goods and/or Services	B Accrual Amount
Total		<b>0.00</b>

**EXHIBIT "E"**  
**REQUEST FOR REIMBURSEMENT FORM**  
**QUARTERLY REIMBURSEMENT REQUEST (SUBRECIPIENT)**

This form must be submitted quarterly to the City of Las Vegas Neighborhood Services Department to request reimbursement and to document the use of SAMHSA funds. Back-up documentation that is clearly marked to indicate the descriptions used on this form must also be submitted.

<b>Period Covered</b>	<b>Amount of Request</b>
<b>From:</b> _____ <b>To:</b> _____	

Agency:	Phone:
Address:	Fax:
Authorized Contact:	e-mail address:

**Budget Period:** \_\_\_\_\_ **Budget Amount:** \_\_\_\_\_

Type of Purchase/Description of the Use of Funds/Quantity	Requested Amount
	\$
<b>Total</b>	<b>\$0.00</b>

<b>Print Name</b>	<b>Date</b>
<b>Authorized Signature</b>	<b>Title</b>

EXHIBIT "F"  
TIMELINE

**Tentative Quarterly Report/Meeting/Treatment Timeline**

<b>Activities</b>	<b>Start Date</b>	<b>End Date</b>
Treatment Services Begin	11/24/08	Ongoing
1 <sup>st</sup> Quarter Report/Request for Reimbursement Is Due	01/30/09	01/30/09
1 <sup>st</sup> Quarterly Meeting – City of Las Vegas Host (11:30am -1:00pm)	02/09/09	02/09/09
2nd Quarter Report/ Request for Reimbursement Is Due	04/30/09	04/30/09
2 <sup>nd</sup> Quarterly Meeting – WestCare Host (11:30am -1:00pm)	05/11/09	05/11/09
3rd Quarter Report/Request for Reimbursement Is Due	07/31/09	07/31/09
3rd Quarterly Meeting – City of Las Vegas Host (11:30am -1:00pm)	08/10/09	08/10/09
4th Quarter Report/Request for Reimbursement Is Due	10/30/09	10/30/09
4th Quarterly Meeting – WestCare Host (11:30am -1:00pm)	11/09/09	11/09/09
Financial Statuses Report (FSR) – form 269 Is Due	12/29/09	12/29/09