

HEALTH DIVISION

(hereinafter referred to as the DIVISION)

Program #: ASPR08-09

Budget Account #: 3218

Category #: 23

GL #: 8526

NOTICE OF SUBGRANT AWARD

Program Name: Public Health Preparedness Health Planning & Emergency Response Nevada State Health Division		Subgrantee Name: City of Las Vegas – Office of Emergency Management	
Address: 4150 Technology Way, Suite #200 Carson City, NV 89706-2009		Address: 400 Stewart Avenue Las Vegas, NV 89101	
Subgrant Period: Upon approval of all parties through June 30, 2010		Subgrantees: EIN#: 88-6000198 Vendor#: T40277602 Dun & Bradstreet #: 030381610	
Reason for Award: FY2009 ASPR Hospital Preparedness Program			
County(ies) to be served: () Statewide (X) Specific county or counties: Clark County			
Approved Budget Categories:			
1. Personnel	\$		
2. Contractual/Consultant	\$		
3. Travel	\$		
4. Supplies	\$		
5. Equipment	\$		
6. Other	\$	24,496	
7. Indirect	\$		
Total Cost	\$	24,496	
Disbursement of funds will be as follows: Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this subgrant</i> . Total reimbursement will not exceed \$24,496 during the subgrant period.			
Source of Funds:		% of Funds:	CFDA#:
1. ASPR Hospital Preparedness Program		100%	93.889
			Federal Grant #: 1 U3REP090220-01-00
Terms and Conditions In accepting these grant funds, it is understood that: 1. Expenditures must comply with appropriate state and/or federal regulations. 2. This award is subject to the availability of appropriate funds. 3. Recipient of these funds agrees to stipulations listed in Sections A, B, and C of this subgrant award.			
Authorized Sub-grantee Official City of Las Vegas	Signature		Date
Jennifer Dunaway Health Program Manager, PHP			
Kyle Devine, MSW Health Program Manager II, PHP			
Richard Whitley, MS Administrator, Health Division			

APPROVED AS TO FORM:


 Date

HEALTH DIVISION
NOTICE OF SUBGRANT AWARD
SECTION A
Assurances

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

1. Subgrantee agrees grant funds may not be used for other than the awarded purpose. In the event Subgrantee expenditures do not comply with this condition, that portion not in compliance must be refunded to the Health Division.
2. Subgrantee agrees to submit reimbursement requests for only expenditures approved in the spending plan. Any additional expenditure beyond what is allowable based on approved categorical budget amounts, without prior written approval by the Health Division, may result in denial of reimbursement.
3. Approval of subgrant budget by the Health Division constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Unless otherwise stated in the Scope of Work the transfer of funds between budgeted categories without written prior approval from the Health Division is not allowed under the terms of this subgrant. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.
4. Recipients of subgrants are required to maintain subgrant accounting records, identifiable by subgrant number. Such records shall be maintained in accordance with the following:
 - a. Records may be destroyed not less than three years (unless otherwise stipulated) after the final report has been submitted if written approval has been requested and received from the Administrative Services Officer of the Health Division. Records may be destroyed by the Subgrantee five (5) calendar years after the final financial and narrative reports have been submitted to the Health Division.
 - b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual subgrants.

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

5. Subgrantee agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subgrant award. The Health Division reserves the right to disqualify any grantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
6. Subgrantee agrees to comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
7. Subgrantee agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
8. Subgrantee agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the subgrant award includes functions or

activities that involve the use or disclosure of Protected Health Information, the Subgrantee agrees to enter into a Business Associate Agreement with the Health Division, as required by 45 C.F.R 164.504 (e).

9. Subgrantee certifies, by signing this subgrant, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This provision shall be required of every Subgrantee receiving any payment in whole or in part from federal funds.
10. Subgrantee agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. any federal, state, county or local agency, legislature, commission, council, or board;
 - b. any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - c. any officer or employee of any federal, state, county or local agency, legislature, commission, council, or board.
11. Health Division subgrants are subject to inspection and audit by representatives of the Health Division, Nevada Department of Health and Human Services, the State Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to
 - a. verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 - b. ascertain whether policies, plans and procedures are being followed;
 - c. provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
 - d. determine reliability of financial aspects of the conduct of the project.

Any audit of Subgrantee's expenditures will be performed in accordance with Generally Accepted Government Auditing Standards to determine there is proper accounting for and use of subgrant funds. It is the policy of the Health Division (as well as a federal requirement as specified in the Office of Management and Budget (OMB) Circular A-133 [Revised June 27th, 2003]) that each grantee annually expending \$500,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO THE NEVADA STATE HEALTH DIVISION, ATTN: ADMINISTRATIVE SERVICES OFFICER IV, 4150 TECHNOLOGY WAY, SUITE 300, CARSON CITY, NEVADA 89706-2009, within nine (9) months of the close of the Subgrantee's fiscal year.

**HEALTH DIVISION
NOTICE OF SUBGRANT AWARD
SECTION B**

Description of services, scope of work, deliverables and reimbursement

City of Las Vegas – Office of Emergency Management (LV-OEM), hereinafter referred to as Subgrantee, agrees to provide the following services and reports according to the identified timeframes:

- As the Nevada State Health Division and the City of Las Vegas currently have a Memorandum of Agreement, allowing the Nevada State Health Division to use the Las Vegas Office of Emergency Management Communicator NXT system as the statewide Health Alert Network (HAN), this subgrant is being awarded to provide for necessary upgrading of the system to better meet the needs of the Health Division. This upgrade includes adding mobile email confirmation and faxing capabilities to the current system as well as upgrading from analog communication lines to digital. The scope of work for the systems upgrade is as follows:
 - Upgrade Communicator NXT from version 2.x to 4.x (hardware/SQL not included)
 - Upgrade 24 Ports from analog to digital (Upgrade includes What's New in 4.s webinar class – up to 6 seats)
 - Provide 4 expansion Ports
 - Upgrade to a D240JCT-T1 (JCT T1 card)
 - Purchase a VFX/JCT – LS to add faxing capabilities
- Written confirmation of the executed upgrades will be provided on or before July 1, 2010
- Additional information may be requested by the Health Division, as needed, due to evolving state and federal reporting requirements.
- Identify the source of funding on all printed documents purchased or produced within the scope of this subgrant, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Health Division through Grant Number 1 U3REP090220-01-00 from Assistant Secretary for Preparedness and Response (ASPR). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Nevada State Health Division or the Assistant Secretary for Preparedness and Response (ASPR)."

Any activities performed under this subgrant shall acknowledge the funding was provided through the State Health Division by Grant Number 1 U3REP090220-01-00 from the Assistant Secretary for Preparedness and Response (ASPR).

(Continued on next page)

Subgrantee agrees to adhere to the following budget:

1. Personnel	\$	
2. Contractual/ Consultant	\$	
3. Travel	\$	
4. Supplies	\$	
5. Equipment	\$	
6. Other	\$	24,496

Upgrade Communicator NXT from version 2.x to 4.x,
Upgrade 24 Ports from analog to digital, Provide 4
expansion Ports, Upgrade to a D240JCT-T1 (JCT T1
card), Purchase a VFX/JCT-LS to add faxing
capabilities

7. Indirect	\$	
Total Cost	\$	24,496

- Health Division policy is to allow no more than 10% flexibility (no more than a cumulative amount of \$2,449.60), within approved Scope of Work, unless otherwise authorized. Upon reaching the 10% funding adjustment threshold, additional adjustments between categories cannot be made without prior written approval from the Health Division. Changes to the Scope of Work cannot be made without prior approval from the Health Division and the federal funding agency.
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/subgrantees to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

Subgrantee agrees to request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subgrant period.

- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred, summarizing the total amount and type of expenditures made during the reporting period.
- Requests for Reimbursements will be submitted monthly.
- Submit monthly Requests for Reimbursement no later than 15 days following the end of the month; submit a Request for Reimbursement for activities completed through the month of June no later than July 15, 2010.

- Additional expenditure detail will be provided upon request from the Division.
- The maximum amount of funding available through this subgrant is \$24,496.

Additionally, the subgrantee agrees to provide:

- Provide a copy of all plans developed and all After Action Reports (AAR) for exercises within 45 days of completion.
- Provide a complete financial accounting of all expenditures to the Health Division within 30 days of the CLOSE OF THE SUBGRANT PERIOD. Any un-obligated funds shall be returned to the Health Division at that time, or if not already requested, shall be deducted from the final award.

The Nevada State Health Division agrees:

- Review and approve activities through programmatic and fiscal reports and conduct site visits at the Subgrantee's physical site as necessary.
- Provide reimbursements, not to exceed a total of \$24,496 for the entire subgrant period.
- Provide technical assistance, upon request from the Subgrantee.
- Reserve the right to hold reimbursement under this subgrant until any delinquent forms and reports are submitted and accepted by the Health Division.

Both parties agree:

- Based on the bi-annual narrative progress and financial reporting forms, as well as site visit findings, if it appears to the Health Division that activities will not be completed in time specifically designated in the Scope of Work, or project objectives have been met at a lesser cost than originally budgeted, the Health Division may reduce the amount of this subgrant award and reallocate funding to other preparedness priorities within the state. This includes but is not limited to:
 - Reallocating funds between the subgrantee's categories, and
 - Reallocating funds to another subgrantee or funding recipient to address other identified PHP priorities, by removing it from this agreement through a subgrant amendment,

All reports of expenditures and requests for reimbursement processed by the Health Division are SUBJECT TO AUDIT.

This subgrant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award, provided the termination shall be 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 Health Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

**HEALTH DIVISION
NOTICE OF SUBGRANT AWARD
SECTION C
Financial Reporting Requirements**

- ☞ A Request for Reimbursement is due on a **monthly** basis, based on the terms of the subgrant agreement, no later than the 15th of the month.
- ☞ Reimbursement is based on **actual** expenditures incurred during the period being reported.
- ☞ Payment will not be processed without all reporting being current.
- ☞ Reimbursement may only be claimed for expenditures approved within the Notice of Subgrant Award.
- ☞ **PLEASE REPORT IN DOLLARS and CENTS (No Rounding)**

Provide the following information on the top portion of the form: Subgrantee name and address where the check is to be sent, Health Division (subgrant) number, Bureau program number, draw number, employer I.D. number (EIN) and Vendor number.

An explanation of the form is provided below.

A. Approved Budget: List the approved budget amounts in this column by category.

B. Total Prior Requests: List the **total** expenditures for all previous reimbursement periods in this column, for each category, by entering the numbers found on Lines 1-8, Column D on the **previous** Request for Reimbursement/Advance Form. If this is the first request for the subgrant period, the amount in this column equals zero.

C. Current Request: List the **current** expenditures requested at this time for reimbursement in this column, for each category.

D. Year to Date Total: Add Column B and Column C for each category.

E. Budget Balance: Subtract Column D from Column A for each category.

F. Percent Expended: Divide Column D by Column A for each category and total. Monitor this column; it will help to determine if/when an amendment is necessary. Amendments **MUST** be completed (including all approving signatures) 30 days **prior** to the end of the subgrant period.

**** An Expenditure Report/Backup that summarizes, by expenditure GL, the amounts being claimed in column 'C' is required.***

Nevada Department of Health and Human Services

Health Division # 10093

Bureau Program # ASPR08-09

HEALTH DIVISION

GL # 8526

Draw #:

REQUEST FOR REIMBURSEMENT / ADVANCE

Program Name: Public Health Preparedness Health Planning & Emergency Response	Subgrantee Name: City of Las Vegas - Office of Emergency Mgmt
Address: 4150 Technology Way, Suite 200 Carson City, NV 89706	Address: 400 Stewart Avenue Las Vegas, NV 89101
Subgrant Period: August 9, 2009 through August 8, 2010	Subgrantee EIN#: 88-6000198 Subgrantee Vendor#: Dun & Bradstreet #: 30381610

FINANCIAL REPORT AND REQUEST FOR FUNDS

(report in dollars and cents; must be accompanied by expenditure report/back-up)

Month(s):

Calendar Year:

Approved Budget Category		A Approved Budget	B Total Prior Requests	C Current Request	D Year To Date Total	E Budget Balance	F Percent Expended
1	Personnel	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0%
2	Contract/Consultant	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0%
3	Travel	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0%
4	Supplies	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0%
5	Equipment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0%
6	Other	\$ 24,496.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 24,496.00	0%
7	Indirect	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0%
8	Total	\$ 24,496.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 24,496.00	0%

This report is true and correct to the best of my knowledge.

Authorized Signature	Title	Date
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Reminder: Request for Reimbursement cannot be processed without an expenditure report/backup. Reimbursement is only allowed for items contained within Subgrant Award documents. If applicable, travel claims must accompany report.

FOR HEALTH DIVISION USE ONLY

Program contact necessary? ☐ Yes ☐ No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____ Signed: _____

Scope of Work review/approval date: _____ Signed: _____

ASO or Bureau Chief (as required): _____ Date: _____