



State of Nevada
Department of Human Services
**Director's Office – Grants
Management Unit**
(hereinafter referred to as the Department)


Agency Ref. #: DO 1487
BA / CAT: 3195 / 35
GL: 8503
Job Number: 9366723/9366724/9366725
Sub Org: N/A

SUBAWARD AMENDMENT #2

Program Name: DHS Grants Management Unit, Title XX SSBG Michelle McNeely, gmu@dhhs.nv.gov, mmcneely@dhhs.nv.gov	Subrecipient Name: Clark County Department of Family Services Alfonso Castaneda-Uzcanga Castaneda@clarkcountynv.gov		
Address: 1000 N. Division Street, Ste. 201 Carson City, Nevada 89703	Address: 121 S. Martin Luther King Blvd. Las Vegas NV 89106		
Subaward Period: July 1, 2024 through September 30, 2025	Amendment Effective Date: Upon approval by all parties.		
This amendment reflects a change to: <input type="checkbox"/> Scope of Work <input type="checkbox"/> Term <input checked="" type="checkbox"/> Budget			
Reason for Amendment: Add funding to cover expenses during the period of July 1 – September 30, 2025.			
Required Changes: Current Language: Total reimbursement through this subaward will not exceed \$1,970,568 . Source of Funds: Social Services Block Grant, \$1,149,498, Percent of Funds (58.33%), CFDA 93.667 FAIN, 2501NVSOSR, Award Number 2501NVSOSR, Federal Budget Period October 1, 2024-September 30, 2026, Federal Project Period October 1, 2024-September 30, 2026, Award date 1/14/25; R&D Award, No, CAT 35, Job Number 9366725; Source of Funds: Social Services Block Grant, \$328,428 Percent of Funds (16.67%), CFDA 93.667, FAIN 2401NVSOSR, Award Number, 2401NVSOSR, Federal Budget Period, October 1, 2023-September 30, 2025, Federal Project Period, October 1, 2023-September 30, 2025, Award Date 10/1/23,-R&D, No, CAT 35, Job Number 9366724; Source of Funds: Social Services Block Grant, \$492,642, Percent of Funds (25%), CFDA 93.667, FAIN 2301NVSOSR, Award Number, 2301NVSOSR, Federal Budget Period, October 1, 2022-September 30, 2024, Federal Project Period, October 1, 2022-September 30, 2024, Award Date 10/1/22, R&D, No, CAT 35, Job Number 9366723. Amended Language: Total reimbursement through this subaward will not exceed \$2,463,210.00 . Source of Funds: Social Services Block Grant, \$1,149,498 Percent of Funds (47%), CFDA 93.667 FAIN, 2501NVSOSR, Award Number 2501NVSOSR, Federal Budget Period October 1, 2024-September 30, 2026, Federal Project Period October 1, 2024-September 30, 2026, Award date 1/14/25; R&D No, CAT 35, Job Number 9366725; Source of Funds: Social Services Block Grant, \$1,230,351.90 , Percent of Funds (50%), CFDA 93.667, FAIN 2401NVSOSR, Award Number, 2401NVSOSR, Federal Budget Period, October 1, 2023-September 30, 2025, Federal Project Period, October 1, 2023-September 30, 2025, Award Date 10/1/23, R&D, No, CAT 35, Job Number 9366724; Source of Funds: Social Services Block Grant, \$83,360.10 , Percent of Funds (3%), CFDA 93.667, FAIN 2301NVSOSR, Award Number, 2301NVSOSR, Federal Budget Period, October 1, 2022-September 30, 2024, Federal Project Period, October 1, 2022-September 30, 2024, Award Date 10/1/22, R&D, No, CAT 35, Job Number 9366723. See attached Section C revised on 9/2/25 .			
Approved Budget Categories	Current Budget	Amended Adjustments	Revised Budget
1. Personnel			\$0.00
2. Travel			\$0.00
3. Operating			\$0.00
4. Equipment			\$0.00
5. Contractual/Consultant	\$1,970,568.00	\$492,642.00	\$2,463,210.00
6. Training			\$0.00
7. Other			\$0.00
TOTAL DIRECT COSTS	\$1,970,568.00	\$492,642.00	\$2,463,210.00
8. Indirect Costs	\$0.00		\$0.00
TOTAL APPROVED BUDGET	\$1,970,568.00	\$492,642.00	\$2,463,210.00
Incorporated Documents: Section C: Budget and Financial Reporting Requirements revised on 09/02/2025 Exhibit A: Original Notice of Subaward and all previous amendments			

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office – Grants Management Unit
NOTICE OF SUBAWARD**

By signing this Amendment, the Authorized Subrecipient Official or their designee, Bureau Chief and Administrator acknowledge the above as the new standard of practice for the above referenced subaward. Further, the undersigned understand this amendment does not alter, in any substantial way, the non-referenced contents of the original subaward and all of its attachments.

Name	Signature	Date
Abigail Frierson, Interim Director Clark County Department of Family Services		Sep 25, 2025
Kelli Quintero, Chief DHS Grants Management Unit	<i>Kelli P Quintero</i>	9/26/2025
for Richard Whitley MS, Director Department of Human Services	<i>Christina K Hadwick</i>	09/29/2025

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office – Grants Management Unit
NOTICE OF SUBAWARD

SECTION C
Budget and Financial Reporting Requirements
revised on 09/02/2025

Subrecipient agrees to adhere to the following budget:

Applicant Name: Clark County Family Services

BUDGET NARRATIVE

Contractual	\$2,463,210
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Contract for comprehensive therapeutic mental health services for Child Haven campus. Provide professional support services of 40 hours per week. Maintain & coordinate therapeutic mental health services for children referred by Clark County Family Services. Rate is based on sliding fee scale based on number of children in care (minimum \$909 per child, maximum \$1,516 per child), billing cost not to exceed 500 children per month (maximum cost per month would be \$454,500). Services to include intake, family and individual therapy, care coordination, psychiatric care, and 24 hour crisis line.

Name of Contractor, Subrecipient: **Healthy Minds + New Vendor** **Total \$2,463,210**

Method of Selection: Competitive bid

Period of Performance: **07/01/2024 - 09/30/2025**

Scope of Work: Contract to provide comprehensive therapeutic mental health services for children referred by Clark County Family Services

* **Sole Source Justification:** Define if sole source method, not needed for competitive bid

Budget

Personnel	\$2,463,210
Travel	\$0.00
Total Budget	\$2,463,210

Method of Accountability: Weekly staff meeting with clinicians, CCFS case managers, foster parents & birth parents, attorneys; and monthly reports documenting number of clients served

TOTAL DIRECT CHARGES	\$2,463,210
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Indirect Charges	Indirect Rate:	0.000%	\$0
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TOTAL BUDGET	Total:		\$2,463,210
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**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office – Grants Management Unit
NOTICE OF SUBAWARD**

Applicant Name: Clark County Family Services

Form 2

PROPOSED BUDGET SUMMARY

A. PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS

FUNDING SOURCES	GMU	TBD	TBD	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	\$2,463,210								\$2,463,210

EXPENSE CATEGORY

Personnel	\$0								\$0
Travel	\$0								\$0
Operating	\$0								\$0
Equipment	\$0								\$0
Contractual/Consultant	\$2,463,210								\$2,463,210
Training	\$0								\$0
Other Expenses	\$0								\$0
Indirect	\$0								\$0

TOTAL EXPENSE	\$2,463,210	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,463,210
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These boxes should equal 0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Indirect Cost	\$0
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Total Agency Budget	\$2,463,210
Percent of Subrecipient Budget	100%

B. Explain any items noted as pending:

C. Program Income Calculation:

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office – Grants Management Unit
NOTICE OF SUBAWARD**

- Department of Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- 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/ Subrecipients 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).

The Subrecipient agrees:

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Total reimbursement through this subaward will not exceed **\$2,463,210.00**;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- The program must provide or accomplish items to ensure successful completion of this project, such as:
 - Providing technical assistance, upon request from the Subrecipient;
 - Providing prior approval of reports or documents to be developed;
 - Forwarding a report to another party, i.e. CDC.
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, 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 Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due on a monthly basis, based on the terms of the subaward 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 Subaward.







DO 1487-2 Clark County Dept. of Family Services Amendment for signature

Final Audit Report

2025-09-25

Created:	2025-09-25 (Pacific Daylight Time)
By:	Catherine Benson (CBENSON@ClarkCountyNV.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEa731MuxZ78xj38MzU9h7bY210qczZ9n

"DO 1487-2 Clark County Dept. of Family Services Amendment f or signature" History

-  Document created by Catherine Benson (CBENSON@ClarkCountyNV.gov)
2025-09-25 - 8:34:14 AM PDT- IP address: 198.200.132.41
-  Document emailed to Abigail Frierson (Abigail.Frierson@ClarkCountyNV.gov) for signature
2025-09-25 - 8:34:27 AM PDT
-  Email viewed by Abigail Frierson (Abigail.Frierson@ClarkCountyNV.gov)
2025-09-25 - 8:49:09 AM PDT- IP address: 198.200.132.41
-  Agreement viewed by Abigail Frierson (Abigail.Frierson@ClarkCountyNV.gov)
2025-09-25 - 9:23:36 AM PDT- IP address: 198.200.132.41
-  Document e-signed by Abigail Frierson (Abigail.Frierson@ClarkCountyNV.gov)
Signature Date: 2025-09-25 - 9:27:34 AM PDT - Time Source: server- IP address: 198.200.132.41
-  Agreement completed.
2025-09-25 - 9:27:34 AM PDT



State of Nevada
Department of Health and Human Services
Director's Office – Grants Management Unit
(hereinafter referred to as the Department)

Agency Ref. #: DO 1487
BA / CAT: 3195 / 35
GL: 8503
9366723
9366724
Job Number: 9366725
Sub Org: N/A

SUBAWARD AMENDMENT #1

Program Name: DHHS Grants Management Unit, Title XX SSBG Michelle McNeely, gmu@dhhs.nv.gov , mmcneely@dhhs.nv.gov	Subrecipient Name: Clark County Department of Family Services Alfonso Castaneda-Uzcanga, castaneda@clarkcountynv.gov
Address: 1000 N. Division Street, Ste. 201 Carson City, Nevada 89703	Address: 121 S. Martin Luther King Blvd. Las Vegas, NV 89106
Subaward Period: July 1, 2024 through September 30, 2025	Amendment Effective Date: Upon approval by all parties.

This amendment reflects a change to:

☐ Scope of Work ☒ Term ☐ Budget

Reason for Amendment: Extend subaward period through September 30, 2025, to align with Federal Fiscal Year funding and reporting.

Required Changes:

Current Language: Subaward Period: July 1, 2024 through June 30, 2025.


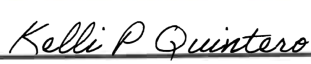

Amended Language: Subaward Period: July 1, 2024 through **September 30, 2025**.

Approved Budget Categories	Current Budget	Amended Adjustments	Revised Budget
1. Personnel			\$0.00
2. Travel			\$0.00
3. Operating			\$0.00
4. Equipment			\$0.00
5. Contractual/Consultant	\$1,970,568.00		\$1,970,568.00
6. Training			\$0.00
7. Other			\$0.00
TOTAL DIRECT COSTS	\$1,970,568.00	\$0.00	\$1,970,568.00
8. Indirect Costs			
TOTAL APPROVED BUDGET	\$1,970,568.00	\$0.00	\$1,970,568.00

Incorporated Documents:

Exhibit A: Original Notice of Subaward and all previous amendments

By signing this Amendment, the Authorized Subrecipient Official or their designee, Bureau Chief and Administrator acknowledge the above as the new standard of practice for the above referenced subaward. Further, the undersigned understand this amendment does not alter, in any substantial way, the non-referenced contents of the original subaward and all of its attachments.

Name	Signature	Date
Jill Marano, Director Clark County Department of Family Services		6/26/25
Kelli Quintero, Chief Grants Management Unit		6/30/25
for Richard Whitley MS, Director Department of Health and Human Services		06/30/2025



DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIRECTOR'S OFFICE

Helping people. It's who we are and what we do.



MEMORANDUM

DATE: July 15th, 2024

TO: Christina K. Hadwick, Administrative Services Officer IV *CKH*
DHHS, Director's Office

THROUGH: Kelli Quintero, Social Services Chief III
Grants Management Unit

FROM: Michelle McNeely, Social Services Program Specialist III
Grants Management Unit

SUBJECT: REQUEST FOR RETROACTIVE APPROVAL: BA 3195 CAT 35 Title XX Non-State Subawards

This memorandum requests that the following Memorandum of Understanding(s) be approved for a retroactive start.

- DO 1486 Washoe County Human Services Agency GL:8516
- DO 1487 Clark County Department of Family Services GL:8503
- DO 1488 ALS Association GL:8783
- DO 1489 Lyon County Human Services GL:8511
- DO 1490 East Valley Family Services GL:8780
- DO 1491 CARE Chest of Sierra Nevada GL:8781
- DO 1492 Families for Effective Autism Treatment GL:8783
- DO 1493 UNLV Project Rebel GL:8784
- DO 1494 Northern Nevada RAVE GL:8785

The following information is required:

- Services to be provided: Family unification, educational support for children in foster care; community health services and partnership development to improve access to health care; maintain and coordinate therapeutic mental health services to children and families; respite care that reduces caregiver burnout; case management and resource referrals; technology access, home or vehicle modifications for those with disabilities; providing iPads to those with autism and provide connectivity and education for improved communication; teach independent living skills to students with Intellectual and Developmental Disabilities.
- Funding source and expenditure category: BA 3195; Cat 35
- Requested start date of work: 07/01/2024.
- Expected execution date of agreement: 09/01/2024.
- Detailed explanation as to why a retroactive agreement is necessary, including:
 - Reason(s) why the agreement was not submitted timely:
 - Due to staff time spent on various reporting projects and FY24 closing tasks, the subaward preparation process was delayed.
 - Describe the impact to the program/services if work is not started prior to the execution of the agreement:
 - These agencies provide essential and specialized services.
 - Explain how the program/bureau will prevent future retroactive requests:
 - Now that a full GMU team is in place and aware of all deadlines for reporting and resources, procedures have been put in place to begin the subaward preparation process earlier.

If you have any questions, please contact Michelle McNeely at (775) 684-3215 or mmcneely@dhhs.nv.gov.

cc: Audit Unit
Director's Office



State of Nevada
 Department of Health and Human Services
Director's Office
 (hereinafter referred to as the Department)

Agency Ref. #: DO 1487
 Budget Account: 3195
 Category: 35
 GL: 8503
 9366723/
 Job Number: 9366724/TBD

NOTICE OF SUBAWARD

Program Name: DHHS, Grants Management Unit Michelle McNeely / mmcneely@dhhs.nv.gov	Subrecipient's Name: Clark County Department of Family Services Alfonso Castaneda-Uzcanga / castaneda@clarkcountynv.gov
Address: 1000 N. Division St. Carson City, NV 89703	Address: 121 S. Martin Luther King Blvd. Las Vegas, NV 89106
Subaward Period: July 1, 2024 through June 30, 2025	Subrecipient's: EIN: 86-6000028 Vendor #: T81026920 A UEI #: DF4MDGFTBJB4

Purpose of Award: To reduce placement disruptions; decrease hospitalizations; reduce the amount of psychotropic medications; and help to increase permanency, well-being and safety for children in foster care.

Region(s) to be served: ☐ Statewide ☒ Specific county or counties: Clark County

Approved Budget Categories:		FEDERAL AWARD COMPUTATION:	
1. Personnel	\$0.00	Total Obligated by this Action:	\$ 1,970,568.00
2. Travel	\$0.00	Cumulative Prior Awards this Budget Period:	\$ 0.00
3. Operating	\$0.00	Total Federal Funds Awarded to Date:	\$ 1,970,568.00
4. Equipment	\$0.00	Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	\$ 0.00
5. Contractual/Consultant	\$1,970,568.00	Amount Required this Action:	\$ 0.00
6. Training	\$0.00	Amount Required Prior Awards:	\$ 0.00
7. Other	\$0.00	Total Match Amount Required:	\$ 0.00
TOTAL DIRECT COSTS	\$1,970,568.00	Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
8. Indirect Costs	\$0.00	Federal Budget Period:	
TOTAL APPROVED BUDGET	\$1,970,568.00	October 1, 2023 through September 30, 2025	
		Federal Project Period:	
		October 1, 2023 through September 30, 2025	
		FOR AGENCY USE, ONLY	

Source of Funds:	% Funds:	CFDA:	FAIN:	Federal Grant #:	Grant Award Date by Fed. Agency:
Social Services Block Grant – Title XX (\$492,642)	25	93.667	2301NVSOSR	2301NVSOSR	10/01/2022
Social Services Block Grant - Title XX (\$328,428)	16.67	93.667	2401NVSOSR	2401NVSOSR	10/1/2023
Social Services Block Grant- Title XX (\$1,149,498)	58.33	93.667	TBD	TBD	TBD

Agency Approved Indirect Rate: N/A

Subrecipient Approved Indirect Rate: N/A

Terms and Conditions:

In accepting these grant funds, it is understood that:

1. This award is subject to the availability of appropriate funds.
2. Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented
4. Subrecipient must comply with all applicable Federal regulations
5. Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents:

Section A: Grant Conditions and Assurances;
 Section B: Description of Services, Scope of Work and Deliverables;
 Section C: Budget and Financial Reporting Requirements;
 Section D: Request for Reimbursement;

Section E: Audit Information Request;
 Section F: Current/Former State Employee Disclaimer;
 Section G: DHHS Business Associate Addendum; and

Name	Signature	Date
Jill Marano, Director Clark County Department of Family Services		9/18/24
Kelli Quintero, Chief Grants Management Unit		9/23/24
For Richard Whitley MS, Director Department of Health and Human Services		10/01/2024

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIRECTOR'S OFFICE
NOTICE OF SUBAWARD**

NOTICE OF SUBAWARD ADDITIONAL FEDERAL FUNDING SHEET (IF REQUIRED)

Federal Award Computation				
Total Obligated by this Action:		\$	492,642.00	
Cumulative Prior Awards this Budget Period:		\$	0.00	
Total Federal Funds Awarded to Date:		\$	492,642.00	
Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		\$	0.00	
Amount Required this Action:		\$	0.00	
Amount Required Prior Awards:		\$	0.00	
Total Match Amount Required:		\$	0.00	
Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N				
Federal Budget Period: October 1, 2022 through September 30, 2024				
Federal Project Period: October 1, 2022 through September 30, 2024				
FOR AGENCY USE, ONLY				
Source of Funds: Social Services Block Grant – Title XX	% Funds: 25	CFDA: 93.667	FAIN: 2301NVSOSR	FEDERAL GRANT #: 2301NVSOSR
Federal Grant Award Date by Federal Agency:		10/01/2022		

Federal Award Computation				
Total Obligated by this Action:		\$	328,428.00	
Cumulative Prior Awards this Budget Period:		\$	0.00	
Total Federal Funds Awarded to Date:		\$	328,428.00	
Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		\$	0.00	
Amount Required this Action:		\$	0.00	
Amount Required Prior Awards:		\$	0.00	
Total Match Amount Required:		\$	0.00	
Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N				
Federal Budget Period: October 1, 2023 through September 30, 2025				
Federal Project Period: October 1, 2023 through September 30, 2025				
FOR AGENCY USE, ONLY				
Source of Funds: Social Services Block Grant – Title XX	% Funds: 16.67	CFDA: 93.667	FAIN: 2401NVSOSR	FEDERAL GRANT #: 2401NVSOSR
Federal Grant Award Date by Federal Agency:		10/01/2023		

Federal Award Computation				
Total Obligated by this Action:		\$	1,149,498.00	
Cumulative Prior Awards this Budget Period:		\$	0.00	
Total Federal Funds Awarded to Date:		\$	1,149,498.00	
Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		\$	0.00	
Amount Required this Action:		\$	0.00	
Amount Required Prior Awards:		\$	0.00	
Total Match Amount Required:		\$	0.00	
Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N				
Federal Budget Period: October 1, 2023 through September 30, 2025				
Federal Project Period: October 1, 2023 through September 30, 2025				
FOR AGENCY USE, ONLY				
Source of Funds: Social Services Block Grant – Title XX (FFY 25)	% Funds: 58.33	CFDA: 93.667	FAIN: TBD	FEDERAL GRANT #: TBD
Federal Grant Award Date by Federal Agency:		Anticipated to be received October 2024		

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIRECTOR'S OFFICE
NOTICE OF SUBAWARD**

**SECTION A
GRANT CONDITIONS AND ASSURANCES**

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent entity.
2. Neither party waives any right or defense to indemnification that may exist in law or equity.
3. The Department or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Subrecipient from its obligations under this Agreement.
 - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Subrecipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - The Department may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Subrecipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance 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 for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance 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.
7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
8. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. Certification that neither the Subrecipient 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

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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).

10. No funding associated with this grant will be used for lobbying.
11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
13. An organization receiving grant funds through the Department of Health and Human Services shall not use grant funds for any activity related to the following:
 - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation; or
 - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation;
 - The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
14. An organization receiving grant funds through the Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
 - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a subrecipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

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SECTION B

Description of Services, Scope of Work and Deliverables

Contract to provide comprehensive therapeutic mental health services for children referred by Clark County Department of Family Services.

Clark County Department of Family Services, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Goal 1: To reduce placement disruptions; decrease hospitalizations; reduce the amount of psychotropic medications; and help to increase permanency, wellbeing and safety for children in foster care.						
Objective	Activities	Expected Outcomes	Timeline: Begin-Completion	Target Population	Evaluation Measure (indicator)	Evaluation Tool
1.1 . Contract to provide comprehensive therapeutic mental health services for children referred by Clark County Department of Family Services	<p>1. Intake Process, to include identifying any TPL (third party liability, i.e. Medicaid (Children's Health Insurance Program also called CHIP or other insurance)</p> <p>2. Formalized Assessment for Triage each child's needs, to identify DSM V diagnosis or treatment plan utilizing an evidence-based screening instrument for youth and adolescents</p> <p>3. Formalized evaluation utilizing EPB to identify the needs and scope of services.</p> <p>4. Coordination of treatment</p>	<p>Provide evidence-based practices (EBP) for delivery of all clinical services</p> <p>Utilization of a SAMHSA recognized evidence-based screening and assessment tools specifically for youth and adolescents.</p> <p>Screen and provide direct services for SED (diagnosable mental, behavioral or emotional disorder in youth and children)</p> <p>Screen and provide services for suicidal ideation</p>	Quarterly reports due within 15-days of close of quarter. July 1 – September 30 (due October 15). October 1 – December 31 (due January 15). January 1 – March 30 (due April 15). April 1 – June 30th (due July 15).	Children 0-18 in the custody of Clark County, NV	<p>Total # of children served, unduplicated</p> <p>Total # of services by delivery (psychotherapy, family therapy, group therapy for substance use disorders, co-occurring, individual counseling.)</p> <p># and % of children and adolescents served unduplicated, identified with SED</p> <p>% and # of youth identified with suicidal ideation</p> <p># referred to Mojave Health for First Episode Psychosis (FEP)</p> <p>% and No. of youth identified with Medicaid or other TPL.</p> <p>No of youth referred to DHCFP based on being eligible for the HCBS home benefits through DHCFP (Medicaid) – with a DSM5 Diagnostic</p>	<p>Program Data of Children Served</p> <p>Provide documentation of enrollment types as an eligible state Medicaid providers (i.e. Provider Type (PT) 14, etc. This is due within 30-days of award.</p> <p>Monthly report from the electronic health records for youth served, reported by patient number (not name).</p> <p>Standardized report of the evaluation measures identified.</p>

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	<p>5. Provision of evidence-based treatment and services</p> <p>5. Data Collection to include demographics</p> <p>6. Function as the County's qualified Mental Health Professional providing licensed treatment and services in compliance with Nevada Administrative Code and Nevada Revised Statute.</p> <p>7. 24- hour crisis line for families and youth identified as the population of focus.</p>				<p>Classification of Mental Health and Developmental Disorder of Infant and Early Childhood (DC: 0-3) diagnosis – for youth in specialized foster home based setting and not considered an institutional setting.</p> <p>No. families/youth served by the 24/crisis line, to include average length of call, number of calls per month, number of calls that resulted in the dispatch of mobile crisis team or law enforcement.</p> <p># and % of youth identified with trauma</p> <p># of youth identified as Transitional Aged Youth (TAY) being provided services, that received transitional case management services to adult mental health</p> <p># of TAY diagnosed with serious mental illness (SMI).</p> <p>List of DSM5 diagnosis by number of youth and adolescents served.</p> <p># and % of youth identified as SUD, unduplicated.</p>	
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Compliance with this section is acknowledged by signing the subaward cover page of this packet.

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SECTION C

Budget and Financial Reporting Requirements

Subrecipient agrees to adhere to the following budget:

Applicant Name: Clark County Family Services

BUDGET NARRATIVE

<u>Contractual</u>	\$1,970,568
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Contract for comprehensive therapeutic mental health services for Child Haven campus. Provide professional support services of 40 hours per week. Maintain & coordinate therapeutic mental health services for children referred by Clark County Department of Family Services. Rate is based on sliding fee scale based on number of children in care (minimum \$909 per child, maximum \$1,516 per child), billing cost not to exceed 500 children per month (maximum cost per month would be \$454,500). Services to include intake, family and individual therapy, care coordination, psychiatric care, and 24 hour crisis line.

<u>Name of Contractor, Subrecipient :</u> Healthy Minds + New Vendor	Total	\$1,970,568
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Method of Selection: Competitive bid

Period of Performance: **07/01/2024 - 06/30/2025**

Scope of Work: Contract to provide comprehensive therapeutic mental health services for children referred by Clark County Family Services

*** Sole Source Justification:** N/A

Budget

Personnel	\$1,970,568
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Travel	\$0.00
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Total Budget	\$1,970,568
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Method of Accountability: Weekly staff meeting with clinicians, DFS case managers, foster parents & birth parents, attorneys; and monthly reports documenting number of clients served

TOTAL DIRECT CHARGES	\$1,970,568
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<u>Indirect Charges</u>	Indirect Rate:	0.000%	\$0
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TOTAL BUDGET	Total:	\$1,970,568
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Applicant Name: Clark County Family Services

Form 2

PROPOSED BUDGET SUMMARY

A. PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS

<u>FUNDING SOURCES</u>	GMU	TBD	TBD	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	\$1,970,568								\$1,970,568

EXPENSE CATEGORY

Personnel	\$0								\$0
Travel	\$0								\$0
Operating	\$0								\$0
Equipment	\$0								\$0
Contractual/Consultant	\$1,970,568								\$1,970,568
Training	\$0								\$0
Other Expenses	\$0								\$0
Indirect	\$0								\$0

TOTAL EXPENSE	\$1,970,568	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,970,568
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These boxes should equal 0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Indirect Cost	\$0
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Total Agency Budget	\$1,970,568
Percent of Subrecipient Budget	100%

B. Explain any items noted as pending:

C. Program Income Calculation:

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- Department of Health and Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- 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/ Subrecipients 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).
- *"The program Contract Monitor or Program Manager shall, when federal funding requires a specific match, maintenance of effort (MOE), "in-kind", or earmarking (set-aside) of funds for a specific purpose, have the means necessary to identify that the match, MOE, "in-kind", or earmarking (set-aside) has been accomplished at the end of the grant year. If a specific vendor or subrecipient has been identified in the grant application to achieve part or all of the match, MOE, "in-kind", or earmarking (set-aside), then this shall also be identified in the scope of work as a requirement and a deliverable, including a report of accomplishment at the end of each quarter to document that the match, MOE, "in-kind", or earmarking (set-aside) was achieved. These reports shall be held on file in the program for audit purposes, and shall be furnished as documentation for match, MOE, "in-kind", or earmarking (set-aside) reporting on the Financial Status Report (FSR) 90 days after the end of the grant period."*

Note: If match funds are required, Section H: Matching Funds Agreement must accompany the subaward packet.

The Subrecipient agrees:

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Total reimbursement through this subaward will not exceed \$1,970,568.00
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Indicate what additional supporting documentation is needed in order to request reimbursement; and
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- Identify specific items the program or OCPG must provide or accomplish to ensure successful completion of this project, such as:
 - Providing technical assistance, upon request from the Subrecipient;
 - Providing prior approval of reports or documents to be developed;
 - Forwarding a report to another party, i.e. CDC.
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- The site visit/monitoring schedule may be clarified here.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, 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 Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due on a monthly basis, based on the terms of the subaward 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 Subaward.

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SECTION D**

Agency Ref. #: DO 1487
Budget Account: _____
GL: _____
Draw #: _____

Request for Reimbursement

Program Name:	Subrecipient Name:
Address:	Address:
Subaward Period:	Subrecipient's: EIN: Vendor #:

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

(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	-
2. Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
3. Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
6. Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
8. Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
INSERT MONTH/QUARTER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-

I, a duly authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.

Authorized Signature

Title

Date

FOR Department USE ONLY

Is program contact required? ____ Yes ____ No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

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

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SECTION E

Audit Information Request

1. Non-Federal entities that **expended** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? ☒ YES ☐ NO
3. When does your organization's fiscal year end?
June 30, 2025
4. What is the official name of your organization?
Clark County Family Services
5. How often is your organization audited?
Annually
6. When was your last audit performed?
January 29, 2024
7. What time-period did your last audit cover?
July 1, 2022 - June 30, 2023
8. Which accounting firm conducted your last audit?
Crowe LLP

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

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SECTION F

Current or Former State Employee Disclaimer

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

- YES ☐ If "YES", list the names of any current or former employees of the State and the services that each person will perform.
- NO ☒ Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name	Services
<hr/>	<hr/>
<hr/>	<hr/>
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<hr/>	<hr/>
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Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

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SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

And

Clark County Department of Family Services

Hereinafter referred to as "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Department and Subrecipient.

WHEREAS, Subrecipient may have access, view or be provided information, in conjunction with goods or services provided by Subrecipient to Department that is confidential and must be treated and protected as such.

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any names, addresses or any other identifying information or health information of individual subjects or any identifying data concerning individuals in any records disclosed to sub-grantee in conjunction with the goods or services provided by Sub-grantee under the Sub-grant Award.
3. **Subrecipient** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Department or created by Subrecipient from that confidential information is destroyed or returned, if feasible, to Department pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Subrecipient hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Department for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Subrecipient shall be permitted to use and/or disclose information accessed, viewed or provided from Department for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Subrecipient may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Subrecipient; to carry out legal responsibilities of Subrecipient; and to provide data aggregation services relating to the health care operations of Department. Subrecipient may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
3. The Subrecipient has obtained written approval from the Department.

VI. OBLIGATIONS OF CONTRACTOR

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1. **Agents and Subcontractors.** Subrecipient shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Subrecipient and are contained in Agreement.
2. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Subrecipient will immediately report in writing to Department any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Subrecipient maintains will not be used or disclosed.

IN WITNESS WHEREOF, Subrecipient and the Department have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.