



State of Nevada
 Department of Health and Human Services
Division of Child & Family Services
 (hereinafter referred to as the Department)

Agency Ref. #: 21027-22-014
 Budget Account: 3145
 Category: 61
 GL: _____
 Job Number: 21027A21

NOTICE OF SUBAWARD

Program Name: Community Recovery Grant DCFS Grants Management Unit DCFSGrants@dcfs.nv.gov	Subrecipient's Name: Clark County Department of Family Services Timothy Burch tib@clarkcountynv.gov
Address: 4126 Technology Way, 3 rd Floor Carson City, NV 89706-2009	Address: 121 S. Martin Luther King Blvd. Las Vegas, NV 89106
Subaward Period: October 1, 2022 through June 30, 2023	Subrecipient's: EIN: <u>88-6000028</u> Vendor #: <u>T81026920A</u> Unique Entity ID: <u>DF4MDGFTBJB4</u>

Purpose of Award: Continue services and supports to young adults in foster care and former foster youth to support self-sufficiency during pandemic recovery

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

Approved Budget Categories:	
1. Personnel	\$0.00
2. Travel/Training	\$0.00
3. Operating	\$0.00
4. Equipment	\$0.00
5. Contractual/Consultant	\$0.00
6. Other	\$517,567.09
TOTAL DIRECT COSTS	\$517,567.09
7. Indirect Costs	\$0.00
TOTAL APPROVED BUDGET	\$517,567.09

FEDERAL AWARD COMPUTATION:	
Total Obligated by this Action:	\$ 517,567.09
Cumulative Prior Awards this Budget Period:	\$ 0
Total Federal Funds Awarded to Date:	\$ 517,567.09
Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Amount Required this Action:	\$ 0
Amount Required Prior Awards:	\$ 0
Total Match Amount Required:	\$ 0
Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Federal Budget Period: 03/03/2021 through 12/31/2024	
Federal Project Period: 03/03/2021 through 12/31/2026	

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Source of Funds	% Funds:	CFDA:	FAIN:	Federal Grant #:	Federal Grant Award Date by Federal Agency:
American Rescue Plan Act of 2021, US Treasury-Coronavirus State Fiscal Recovery Funds	100	21.027	SLFRP2634	SLRFP2634	June 4, 2021

Agency Approved Indirect Rate: 0.00% **Subrecipient Approved Indirect Rate:** 0.00%

Terms and Conditions:
 In accepting these grant funds, it is understood that:

- This award is subject to the availability of appropriate funds.
- Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.
- Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
- Subrecipient must comply with all applicable Federal regulations.
- Quarterly progress reports are due by the 15th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
- 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 E: Audit Information Request;
Section B: Description of Services, Scope of Work and Deliverables;	Section F: Current/Former State Employee Disclaimer;
Section C: Budget and Financial Reporting Requirements;	Section G: DHHS Confidentiality Addendum;
Section D: Request for Reimbursement;	Section H: ARPA General Provisions and Assurances
	Section I: ARPA Terms and Conditions

Authorized Subrecipient Official's Name and Title	Signature	Date
Yaraseth Anaya-Lugo Social Services Program Specialist III		
For Cindy Pitlock Administrator, Division of Child & Family Services		

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
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 Recipient 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 Recipient 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 Recipient 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 Recipient 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 Recipient.
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 Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient 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 Recipient 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 Recipient 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 Recipient 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 recipient or employee 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 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 awardee 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).
8. 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 subrecipients that expend \$750,000 or more in Federal awards during the subrecipient'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.**
9. Certification that neither the Recipient 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).

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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 Nevada 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 Nevada 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 recipient 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 subrecipient 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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DIVISION OF CHILD & FAMILY SERVICES
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SECTION B

Description of Services, Scope of Work and Deliverables

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

Scope of Work for Clark County Department of Family Services (CCDFS),

Goal 1: Ensure young adults can become and remain self-sufficient during pandemic recovery.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>	<u>How this goal will be measured (qualitatively)</u>
1. Continue services and supports to young adults in foster care and former foster youth to support self-sufficiency during pandemic recovery	1. Provide \$200 stipend for youth who are meeting education and job requirements of the Life Set and Step-Up Program.	10/01/2022-06/30/2023	<p>1. Case managers, with assistance from office assistant, will compile client records of activities/services provided in case notes and service arrays/placements, education, employment, youth contact and administrative reviews which are then inputted into the UNITY and HMIS databases where applicable.</p> <p>2. Step Up will be separately track outside of UNITY, using a spreadsheet, those young adults that are accessing services under the Covid-19 Pandemic Recovery Act and will identify what type of service was received.</p> <p>4. Spreadsheets for tracking and payment made in County SAP software system. Direct payments to youth as well as payment made on client behalf to landlords and other vendors.</p>	1. Measured data will be provided from HMIS and/or UNITY data entry, the Recovery Act specific spreadsheet and reports, where applicable.

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

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Division of Child and Family Services through Grant Numbers SLFRFP2634 from American Rescue Plan Act of 2021 through the US Treasury. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Division nor the State of Nevada."

Any activities performed under this subaward shall acknowledge the funding was provided through the Division through Grant Numbers SLFRFP2634 by American Rescue Plan Act of 2021 through the US Treasury source.

Subrecipient agrees to adhere to the following budget:

Budget Narrative

<u>Total Personnel Costs</u>	Including Fringe	Total	\$ -
		:	
<u>Travel/Training</u>		Total	\$ -
		:	
<u>Operating</u>		Total	\$ -
		:	
<u>Equipment</u>		Total	\$ -
		:	
<u>Contractual</u>		Total	\$ -
		:	
<u>Other</u>		Total	\$
		:	517,567.09
Client Stipends: Increase for 18-20 FAFY clients	263 clients x \$ 200 x 2 months plus 10	27	\$ 491,400.00
		3	200
Client Stipends: Increase for 16-18	15 x \$ 200 x 2 months	15	200 \$27,000.00
			9
			\$(832.91)
<i>Justification: mitigate the negative financial and socioeconomic impact on Nevada's youth such as: education disruption, mental health crisis, unstable housing, maintain monthly living expenses (food, utilities, clothing), accessing transportation for employment/appointments, essential household items, etc. to aid in the recovery of the COVID 19 pandemic and ensure their future success.</i>			
TOTAL DIRECT CHARGES			\$ 517,567.09
<u>Indirect</u>		Total	\$ -
		:	
TOTAL BUDGET		Total	\$517,567.09
		:	

- Department of Health and Human Services policy allows no more than 10% flexibility of the total budget category 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 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.

The Subrecipient agrees:

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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 **\$517,567.09**.
- 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.
- Additional expenditure detail will be provided upon request from the Department.
- 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.

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 unobligated 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 SUBAWARD PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 30-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 30-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- Identify specific items the program 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;
- 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:

- 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 Title IV-E claim is due on a quarterly basis, based on the terms of the subaward agreement, no later than the 15th of the month following the end of the quarter.
- 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.

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

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SECTION D**

Agency Ref. #: 21027-22-012

Budget Account: 3145

GL: _____

Draw #: _____

Request for Reimbursement

Program Name: Community Recovery Grant	Subrecipient's Name: Clark County Department of Family Services
Address: 4126 Technology Way, 3 rd Floor Carson City, NV 89706-2009	Address: 121 S. Martin Luther King Blvd. Las Vegas, NV 89106
Subaward Period: October 1, 2022 – June 30, 2023	Subrecipient's: <div style="text-align: center;"> EIN: 88-6000028 Vendor #: T81026920A </div>

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

Month(s): _____ Calendar year: _____

1. Personnel	\$0.00	\$0.00	\$0.00	\$0.00
2. Travel/Training	\$0.00	\$0.00	\$0.00	\$0.00
3. Operating	\$0.00	\$0.00	\$0.00	\$0.00
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00
5. Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00
6. Other	\$517,567.09	\$0.00	\$0.00	\$0.00
7. Indirect	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$517,567.09	\$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
N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-

I, a duly authorized signatory for the subrecipient 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: _____

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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
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? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

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

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SECTION F

Notification of Utilization of Current or Former State Employee

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
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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 "Subrecipient"

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 as described to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
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.

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 SUBRECIPIENT

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 agreement.

V. USE OR DISCLOSURE OF INFORMATION

Subrecipient may use information as stipulated in the primary 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 agreement to which this Addendum is made a part; or
3. The Subrecipient has obtained written approval from the Department.

VI. OBLIGATIONS OF SUBRECIPIENT

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.

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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 agreement to which this Addendum is made a part.

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

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
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SECTION H

American Rescue Plan Act General Provisions and Assurances

This section is applicable to all recipients who receive funding from the Governor's Finance Office (GFO) under the American Rescue Plan Act (ARPA), Coronavirus State Fiscal Recovery Funds (CSFRF) allocations. By signing the cover of this packet, the recipient attests that all information contained in this award is true and correct. The recipient agrees to abide by and remain in compliance with the following:

1. The recipient must comply with all applicable State Statutes, Regulations, applicable legislation, and Executive Orders and ensure compliance of subrecipients.
2. The recipient must comply with: the American Rescue Plan Act, grant policies, standards of grant administration and management, subaward instructions and requirements and related guidance by other parties, and must ensure these requirements are included in any agreements it enters into with other parties relating to SFRF.
3. The recipient acknowledges and agrees that compliance with these assurances and terms constitutes a condition of continued receipt of federal financial assistance and is binding upon recipient and recipient's successors, transferees, and assignees for the period in which such assistance is provided.
4. The recipient must adhere to the U.S. Treasury's guidance of allowable uses for CSFRF in COVID-19 pandemic response or recovery activities.
5. The recipient acknowledges that failure to meet any condition within this award including meeting the scope of work may result in withholding of reimbursement payments, disqualification of future funding, and/or termination of current funding.
6. The recipient agrees to fully cooperate with all GFO inquiries including, but not limited to utilization, management reviews, program compliance monitoring, reporting requirements, complaint investigations, and evaluation studies.
7. The recipient shall cooperate in any enforcement or compliance review activities by the US Department of the Treasury relating to this funding. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the recipient and the recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:
The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement:
 - 8a. The recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending, or completed, including outcome. Recipient also must inform the Department of the Treasury if recipient has received no complaints under Title VI.
 - 8b. The recipient must provide documentation of an administrative agency or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the recipient and the administrative agency that made the finding. If the recipient settles a case or matter alleging such discrimination, the recipient must provide documentation of the settlement.
 - 8c. If the recipient makes subawards to other agencies or other entities, the recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.
 - 8d. Recipient understands that making false statements or claims in connection with this allocation is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
9. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company- owned, rented or personally owned vehicles.
10. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), recipient should encourage its employees, sub-recipients, and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

SECTION I

American Rescue Plan Act Terms and Conditions

1. Use of Funds

- Recipient understands and agrees that the funds disbursed under this allocation may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- Pre-allocation costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this allocation.
- Recipient may use funds provided under this allocation to cover both direct and indirect costs according to approved budget. Changing line items between budget categories require prior approval by the GFO and must be documented in writing. Approval must be received prior to any expenses being incurred. GFO reserves the right to deny any claims for expenses not identified as a line item if incurred prior to the approval date.
- The recipient is not required to provide cost sharing or matching of funds.
- Any funds not obligated or expended for eligible uses by the timeline must be returned to GFO, including any unobligated or unexpended funds that have been provided to subrecipients and contractors, as part of the award closeout process pursuant to 2 C.F.R. 200.344(d). Any debts determined to be owed to the Federal Government must be paid promptly by the State of Nevada. GFO will take any available actions to collect such a debt.
- Recipients must identify ALN 21.027 for all financial accounting, subawards, and associated program reporting requirements for the SLFRF awards.

2. Maintenance of and access to records

- Recipient agrees to maintain records and financial documents sufficient to evidence compliance with section 602(c), U.S. Treasury's regulations implementing that section, and guidance issued by U.S. Treasury regarding the foregoing.
- The U.S. Treasury's Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of recipient in order to conduct audits or other investigations.
- Records shall be maintained for a period of five (5) years from the date of the state's final report, return of unused funds to the U.S. Treasury, or resolution of outstanding disputes, whichever is later. This date is currently estimated to be March 31, 2031; recipients should confirm the destruction date with GFO before destroying any applicable records.
- Any publications produced with funds from this allocation must display the following language: "This project [is being] [was] supported, in whole or in part, by federal allocation number SLFRFP2634 allocated to the State of Nevada by the U.S. Department of the Treasury."

3. Compliance with Applicable Law and Regulations

- Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by U.S. Treasury pursuant to section 602(f) of the Act, and guidance issued by U.S. Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable Federal and State statutes, Regulations, and Executive Orders, recipient shall provide for such compliance by other parties in any agreements it enters with other parties relating to this fund allocation.
- Federal regulations applicable to this allocation include, without limitation, the following:
 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions Treasury may determine are inapplicable to this allocation and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this allocation.
 - Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the allocation term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - Universal Identifier and Federal System for Award Management (SAM.gov), 2 C.F.R. Part 25, pursuant to which the allocation term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the allocation is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - Recipient Integrity and Performance Matters, pursuant to which the allocation term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - All applicants are required to engage in a competitive bidding process for supported services, facilities, or equipment as applicable, consistent with the requirements set forth in 200 CFR 200.317 – 2 CFR 200.327.
 - Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - New Restrictions on Lobbying, 31 C.F.R. Part 21.

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- Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601 - 4655) and implementing regulations.
- Generally applicable Federal Environmental laws and regulations.
- Statutes and regulations prohibiting discrimination applicable to this allocation include, without limitation, the following:
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

4. Protections for Whistleblowers

- In accordance with 41 U.S.C. § 4712, recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- The list of persons and entities referenced in the paragraph above includes the following: A member of Congress or a representative of a committee of Congress, an Inspector General, the Government Accountability Office, a Treasury employee responsible for contract or grant oversight or management, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, or a management official or other employee of recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address mis-conduct.
- Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.