



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

Agency Ref. #: 93645-24-001
 Budget Account: 3142
 Category: 12
 GL: _____
 Job Number: 9364524

NOTICE OF SUBAWARD

Program Name: Stephanie Tubbs Jones Child Welfare Services Program Title IV-B, Subpart 1 DCFS Grants Management Unit DCFSGrants@dcfs.nv.gov	Subrecipient's Name Clark County Department of Family Services Jill Marano jill.marano@clarkcountynv.gov
Address: 4126 Technology Way, 3 rd Floor Carson City, NV 89706-2009	Address: 121 S Martin Luther King Blvd Las Vegas, NV 89106-4309
Subaward Period: October 1, 2024 through June 30, 2025	Subrecipient's: EIN: <u>88-6000028</u> Vendor #: <u>T81026820A</u> Unique Entity ID: <u>DF4MDGFTBJB4</u>

Purpose of Award: Family Support: The Primary Goal for this award is to Promote the Safety, Permanence, and Well-being of children in foster Care and adoptive families; specifically targeting the Well-Being portion to improve the lives of the children served.

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

Approved Budget Categories:		FEDERAL AWARD COMPUTATION:	
1. Personnel	\$0.00	Total Obligated by this Action:	\$ 186,015.00
2. Travel/Training	\$0.00	Cumulative Prior Awards this Budget Period:	\$ 0.00
3. Operating	\$0.00	Total Federal Funds Awarded to Date:	\$ 186,015.00
4. Equipment	\$0.00	Match Required <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
5. Contractual/Consultant	\$186,015.00	Amount Required this Action:	\$ 62,005.00
6. Other	\$0.00	Amount Required Prior Awards:	\$ 0.00
TOTAL DIRECT COSTS	\$186,015.00	Total Match Amount Required:	\$ 62,005.00
7. Indirect Costs	\$0.00	Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
TOTAL APPROVED BUDGET	\$186,015.00	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	% Funds:	CFDA:	FAIN:	Federal Grant #:	Federal Grant Award Date by Federal Agency:
Stephanie Tubbs Jones Child Welfare Services Program Title IV-B, Subpart 1 of the Social Security Act	100	93.645	2401NVCWSS	2401NVCWSS	July 5, 2024

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.
- Match shall be funded through General Fund pass thru appropriated in CCDFS budget account's biennial budget.

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; and
 Section G: DHHS Confidentiality Addendum
 Section H: Matching Funds Agreement

Authorized Subrecipient Official's Name and Title	Signature	Date
Usa Martinez Deputy Director		12/2/24
Yaraseth Anaya-Lugo Social Services Chief III		12-2-24
For Marla McDade Williams Administrator, Division of Child & Family Services		12/5/24

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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

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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 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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SECTION B

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

Scope of Work for Clark County Family Services

Goal 1: The Primary Goal for this award is to Promote the safety, permanence, and well-being of children in foster Care and adoptive families; specifically targeting the Well-Being portion to improve the lives of the children we serve.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>	<u>How will this Goal be measured (quantitative)</u>
1. Contract to provide comprehensive therapeutic mental health services for children referred by Clark County Department of Family Services as cited in Exhibit A	1. Intake Process 2. Triage each child's needs 3. Coordination of Treatment 4. Provision of Treatment 5. Data Collection 6. Function as the County's qualified Mental Health Professional	All on going, Monthly Reporting	1. Monthly Summary of clients served	1. Monthly Summary of clients served

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

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EXHIBIT A

COMPREHENSIVE MENTAL HEALTH SERVICES

SCOPE OF WORK

INTENT

PROVIDER shall provide comprehensive therapeutic mental health and qualified mental health professional services for children in the custody of Clark County Department of Family Services ("COUNTY"), for no less than 24 hours per day, 7 days per week, until medically not necessary or case closure, as directed by COUNTY.

RESPONSIBILITIES OF PROVIDER

A. Provide therapeutic mental health services to children and families (both biological and foster) referred by COUNTY.

Services shall include, but not limited to:

a. Intake process:

i. Use a diagnostic interview Child and Adolescent Service Intensity Instrument (CASII) and/or other appropriate objective assessment tools to triage each child's (and their family's) needs, identify root causes for behavior, and treat the trauma through:

1. Diagnostic interview with every child and legal guardian (therapist and psychiatrist).
2. Diagnostic interview with every foster parenting unit (therapist and possibly psychiatrist).
3. Diagnostic interview with available biological family members and/or likely permanency guardians (therapist and possibly psychiatrist).

ii. Identify children who may be prescribed/medicated with psychotropic medications and substitute with an increase in talk therapy sessions through treatment planning and by multi-disciplinary meetings made consisting of therapists, psychiatrists, and specialized case managers.

b. Triage each child's needs and create realistic, attainable, measurable treatment plans either at the outset or as treatment progresses to include:

- i. Psychological testing.
- ii. Neuropsychological testing, and/or
- iii. Psychiatric/medication assessment.

c. Coordination of Treatment:

i. On a monthly basis, coordinate monthly treatment team meetings for each family unit to increase diagnostic certainty, align treatment plans, and minimize duplication or contradiction of efforts. Meetings shall occur on the same day, time, and location to ensure every treatment team member's attendance. Treatment team members may include, but not limited to, child's foster family, biological family, COUNTY's case manager, Children's Attorney Project (CAP) attorney, probation officer, and legal guardian to attend treatment team meetings as follows:

1. First treatment team meetings: Whereby the therapist will outline the treatment team process, introductions and solidify a treatment team schedule. The team will also triage identified problems and clarify responsible parties for each problem.
2. Subsequent treatment team meetings: Professional or agency responsible for a problem will bring an outline of their plan to address the problem and an explanation of progress. PROVIDER will be responsible for maintaining the comprehensive treatment plan document that contains all the individual outlines and progress notes from each responsible party.

ii. On a weekly basis, coordinate weekly clinical staff meetings involving therapists, psychiatrists, COUNTY's case managers, and other providers of service to the child to discuss utilization management, as well as clinical case consultation. These meetings will have two main goals:

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1. Evaluate the appropriateness, need, and efficiency of services provided, and
 2. Clarify challenging situations, identify potential options, and develop reasonable strategies and resolutions.
- d. Provision of Treatment:
- i. Children initially referred by COUNTY shall receive the following core services until such time indicated not medically necessary as determined by the treatment team:
 1. One individual therapy session per week,
 2. One family therapy session per week, and
 3. One medication management visit per month.
 - ii. If deemed appropriate, children and/or families may receive the following services:
 1. Behavioral health counseling via telephone, and/or
 2. Individual therapy in residential setting.
 - iii. When appropriate, PROVIDER may coordinate and refer children and/or families to the following services:
 1. Parenting classes.
 2. Respite care.
 3. Social service assistance (e.g., transportation, childcare, job placement, access to other forms of treatment [substance abuse, medical], housing assistance [in event of unstable living conditions]).
 4. Support group.
 5. Substance abuse treatment.
 6. Intensive outpatient treatment.
 7. Partial hospitalization.
 8. Inpatient hospitalization.
 9. Speech/language assessment.
 10. Medical assessment.
- e. Data Collection:
- i. Collect, record, analyze and report the necessary data to reflect:
 1. Whether there is improvement during the course of participation of this program,
 2. Whether outcomes are different between patients in the program compared to children in foster care outside of this program, and
 3. Whether there is a difference in, among other variables, number of medications, hospitalizations, and symptoms.
 - ii. Patient event data will be recorded at each visit, or each week, by PROVIDER and will be analyzed and reported to COUNTY on a monthly basis. Patient event data (pre v. post) may include, but not limited to, the following:
 1. Number of psychiatric hospitalizations described by type.
 2. Number of psychotropic medications.
 3. Number of runaways.
 4. Number of placement disruptions.
 5. Number of appointments attended (treatment engagement).
 6. CASII scores.
 7. Number of significant negative events (e.g., family deaths, incarcerations, moving away, parental rights terminated, assaults, rapes, etc.).
- f. Provide a monthly analysis report for therapeutic mental health services including, but not limited to, case ID

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number, date of service, and type of services provided, no later than the 15th of each month.

- B. Function as the COUNTY's Qualified Mental Health Professional (QMHP) and provide the following psychiatric and psychological services to COUNTY:
- a. Advise on development and revision of COUNTY's policies and procedures involving mental health.
 - b. Collaborate with and support COUNTY's Director, or designee(s), and clinical team.
 - c. Advise on adherence to and expectation of best practice and evidence-based care.
 - d. Consult on mental health issues with COUNTY's Director, or designee(s) (e.g., policy, practice, etc.).
 - e. Act as COUNTY's lead for mental health care whenever such services are reasonably determined to be required by COUNTY.
 - f. Conduct quarterly clinical meetings with COUNTY's Director, or designee(s), regarding children currently in its custody to include coordination with COUNTY's departmental teams and advisement on level-of-care.
 - g. Conduct quarterly meetings with COUNTY's Director, or designee(s).
 - h. Educate COUNTY's staff regarding psychiatric/psychological assessment, diagnosis, and treatment.
 - i. Professional support 40 hours per week to COUNTY's staff and management personnel located on Child Haven campus, 701 North Pecos Road, Las Vegas, Nevada 89101, as follows:
 - i. Teaching and modeling de-escalation techniques,
 - ii. Providing individual and group crisis intervention,
 - iii. Advising on the system of behavioral modification, and
 - iv. Collaborating with Child Haven campus staff and management personnel to identify mental health needs on campus and to develop and implement effective methods of meeting those needs.
 - j. Professional support 40 hours per week to staff and management personnel at placement locations under the no eject/no reject therapeutic shelter care and supervision contract approved by the Board of County Commissioners on August 20, 2013, as follows:
 - i. Teaching and modeling de-escalation techniques,
 - ii. Providing individual and group crisis intervention,
 - iii. Advising on the system of behavioral modification, and
 - iv. Collaborating with staff and management personnel to identify mental health needs in therapeutic shelters and to develop and implement effective methods of meeting those needs.
 - k. Provide information regarding children in the custody of COUNTY to the following representatives only:
 - i. COUNTY's Director, or designee(s).
 - ii. Children's physical custodian, as necessary.
 - iii. Person Legally Responsible (PLR), as necessary.
 - iv. Biological parents, unless specifically excluded by the child's COUNTY case manager or case plan, as necessary.
 - l. Inform COUNTY of the following:
 - i. Upon suspicion that a child is being neglected or physically or sexually abused, for example, when a child reports being punched or touched in a sexual manner by a parent or foster parent.
 - ii. Upon assessment that a child represents a serious, imminent risk of physical harm to self or others, for example, when a child reports having suicidal thoughts with intent to carry out a plan or a therapist has contact with a child who has been declared a runaway.
 - iii. On a monthly basis or upon COUNTY's request about the diagnosis, medication additions or changes, treatment attendance, treatment engagement, treatment goals, treatment progress, treatment transfer, treatment termination, and safety risk factors (e.g., parent drives drunk, parents are physically fighting in the home, the child reports feeling unsafe in the home, etc.) of minors in its custody and, when applicable, the minors' physical custodians and/or biological, adoptive, or foster

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family members.

- iv. At COUNTY's request, discuss with COUNTY's Director or designee(s) other disclosures the COUNTY deems desirable or necessary, including what specific information the COUNTY is requesting, the potential impact of the disclosure on the therapeutic relationship, the timeframe the COUNTY requires for the disclosure, and any special circumstances surrounding the need for flexible interpretation of the required disclosures above. COUNTY will notify PROVIDER on an ongoing basis the identity of its designated representative(s) who will fulfill this role.
 - m. This Contract will serve as informed consent for PROVIDER to provide mental health treatment to children in COUNTY's custody. This Contract delineates to whom PROVIDER may share information about children in COUNTY's custody, what information must be shared, and how decisions will be made about access to information not specifically covered in this Contract. For each child in COUNTY's custody, PROVIDER will obtain COUNTY case manager's signature on a separate informed consent form confirming that PROVIDER reviewed the terms of this Contract with COUNTY case manager. COUNTY case manager has the authority to sign release of information forms allowing PROVIDER to obtain information from and release information to other people and agencies deemed necessary for the provision of mental health treatment that are not listed above in subsection k of Section B.
- C. Provide appropriate trained and supervised personnel to provide the necessary services during the term of this Contract.
 - D. Assure that all PROVIDER's personnel and subcontracted service provider's maintain their professional licenses.
 - E. Be available for therapeutic mental health and qualified mental health professional services and provide guidance whenever such services are reasonably determined to be required by COUNTY.
 - F. Maintain written records on all children treated pursuant to this Contract.
 - G. Maintain confidentiality of all children's records in compliance with the Health Insurance Portability and Accountability Act (HIPAA) as outlined in the HIPAA Business Associate Agreement and the NRS 432B.280.
 - H. Maintain all books, records, documents, and other evidence of its performance under the Contract as required by local, state or federal law. COUNTY shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying at any time during the period such records are required to be maintained. Medical records, including mental health records, generated in performance of this Contract are the records of PROVIDER. At COUNTY's request, PROVIDER will provide a copy of medical records to COUNTY's designated representative. Prior to providing the medical records, PROVIDER will request information concerning individuals, such as the child's parents or other family members, who are not in COUNTY's custody, unless the information concerns the child's safety.
 - I. At PROVIDER's discretion and as authorized by law, bill third party payors (e.g., Medicaid, private insurance, etc.) for therapeutic mental health services performed by PROVIDER for children in custody of COUNTY. Whether or not PROVIDER receives any additional monies from third party payors, PROVIDER agrees to provide all therapeutic mental health services as described in this Contract. In no event will PROVIDER charge the child, or the child's guardian or custodian for such services, other than COUNTY in accordance with this Contract.

RESPONSIBILITIES OF COUNTY

- A. COUNTY may provide and maintain through a separate LEASE with PROVIDER space suitable for PROVIDER to provide the services required under this Contract.
- B. Provide PROVIDER available information regarding the mental health and medical history of each child referred to PROVIDER.
- C. Provide PROVIDER available documentation to bill third party payors (e.g., Medicaid, private insurance, etc.).
- D. Immediately notify PROVIDER and provide written documentation of any unsatisfactory performance of conduct of

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PROVIDER's staff COUNTY shall provide definitive recommendations related to expected performance evaluation outcomes.

RESPONSIBILITIES OF BOTH PARTIES

- A. PROVIDER and COUNTY will participate jointly in ongoing assessment of community and children needs on an annual basis.
- B. PROVIDER and COUNTY shall jointly implement a formal quality assurance plan to review the quality of care provided. This plan may include such activities as regular audits of children's records to assure compliance with mental health maintenance and other care protocols and accepted standards of care. Such audits shall be completed regularly and routinely, and no less than once per year.
- C. PROVIDER and COUNTY shall meet no less than quarterly to review services provided and service and operational needs.

BACKGROUND CHECKS

- A. A fingerprint and National Crime Information Center (NCIC) clearance check must be completed for all PROVIDER's staff and all contracted services providers. The fingerprint and NCIC background check(s) is the responsibility of the PROVIDER to provide, and must include PROVIDER's staff and all contracted services providers assigned to this project and whom will be interacting with COUNTY's client(s). The fingerprint and NCIC background check(s) is the fiscal responsibility of the PROVIDER.
- B. PROVIDER shall adhere to the following criminal background/records check requirements:
 - a. COUNTY requires that the PROVIDER, employee of the PROVIDER, or contracted staff shall not have any of the felony convictions, charges or pending charges for the following:
 - i. Crime involving homicide, manslaughter, rape, physical assault and/or battery;
 - ii. Assault with use of firearm or other deadly weapon;
 - iii. Crime involving harm to a child, including child abuse/neglect and pornography and/or contributory delinquency;
 - iv. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime;
 - v. Domestic violence, including spousal abuse;
 - vi. Possession, distribution, or use of any controlled substance or other drug related offense, including DUI within the last 5 years;
 - vii. Abuse neglect, exploitation or isolation of older persons or vulnerable persons;
 - viii. Any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding 7 years.
 - b. Upon request by COUNTY, PROVIDER shall provide COUNTY with the Certification of Compliance with Background Check Requirements attached as Attachment 2.
 - c. Background check to include review of Child Abuse and Neglect Registry, Out of State Child Abuse and Neglect Checks for any state that the subject has lived in for the past five years, local law enforcement check and fingerprint based background submitted to the Central Repository for submission to the Federal Bureau of Investigation for the PROVIDER staff and contracted staff who will be in contact with the Children;
 - d. Failure to follow this procedure may result in termination of this Contract.

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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 from Stephanie Tubbs Jones Child Welfare Services program, Title IV-B, Subpart 1 of the Social Security Act by grant number 2401NVCWSS. 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 by 2401NVCWSS from Stephanie Tubbs Jones Child Welfare Services program, Title IV-B, Subpart 1 of the Social Security Act.

Subrecipient agrees to adhere to the following budget:

BUDGET NARRATIVE - SFY24

Total Personnel Costs	Including Fringe	Total:	\$	-
Travel/Training		Total:	\$	-
Operating		Total:	\$	-
Equipment		Total:	\$	-
Contractual		Total:	\$	186,015.00
Name of Contractor/Subrecipient: Healthy Mind/ First Med			\$	186,015.00
Method of Selection: Explain - competitive bid				
Period of Performance: October 1, 2024 - June 30, 2025				
Scope of Work: Define Scope of Work - See Attached				
*Sole Source Justification: Define if sole source method, not needed for competitive bid				
Method of Accountability:				
Define - Describe how the progress and performance of the consultant will be monitored. Identify who is responsible for supervising the consultant's work. Dr. Lisa Linning, Manager, Clinical Services				
Other		Total:	\$	-
TOTAL DIRECT CHARGES			\$	186,015.00
Indirect		Total:	\$	-
TOTAL BUDGET			Total:	\$ 186,015.00

- 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.

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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 **\$186,015.00**;
- 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.
- 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 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 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 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.

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

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SECTION D**

93645-24-001
Agency Ref. #: _____
Budget Account: 3142
GL: 12
Draw #: _____

Request for Reimbursement

Program Name: Stephanie Tubbs Jones Child Welfare Services Program Title IV-B, Subpart 1	Subrecipient Name: Clark County Department of Family Services
Address: 4126 Technology Way, 3 rd Floor Carson City, NV 89706-2023	Address: 121 S Martin Luther King Blvd Las Vegas, NV 89106-4309
Subaward Period: October 1, 2024 – June 30, 2025	Subrecipient's: EIN: 88-6000028 Vendor #: T81026920A

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

(must be accompanied by expenditure report/back-up documentation)

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/Training	\$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	\$186,015.00	\$0.00	\$0.00	\$0.00	\$186,015.00	0.0%
6. Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
Total	\$186,015.00	\$0.00	\$0.00	\$0.00	\$186,015.00	0.0%

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
	\$62,005.00	\$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? June 30
4. What is the official name of your organization? Clark County Family Service
5. How often is your organization audited? annually
6. When was your last audit performed? 1/29/24
7. What time-period did your last audit cover? 7/1/22 - 6/30/23
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

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

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.

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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 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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SECTION H

Matching Funds Agreement

This Matching Funds Agreement is entered into between the Nevada Department of Health and Human Services (referred to as "Department") and Clark County Department of Family Services (referred to as "Subrecipient").

Program Name	Stephanie Tubbs Jones Child Welfare Services Program Title IV-B, Subpart 1	Subrecipient Name	Clark County Department of Family Services
Federal Grant Number	2401NVCWSS	Subaward Number	93645-24-001
Federal Amount	\$186,015	Contact Name	Jill Marano
Non-Federal (Match) Amount	\$62,005	Address	121 S Martin Luther King Blvd Las Vegas, NV 89106-4309
Total Project	\$248,020		
Performance Period	October 1, 2024 through June 30, 2025		

Under the terms and conditions of this Agreement, the Subrecipient agrees to complete the Project as described in the Description of Services, Scope of Work and Deliverables. Non-Federal (Match) funding is required to be documented and submitted with the Request for Reimbursement and will be verified during subrecipient monitoring. Non-Federal (Match) funding must be in compliance with CFR 200.306.

§ 200.306 Cost sharing or matching.

(b) For all Federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under Subpart E - Cost Principles of this part;
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

FINANCIAL SUMMARY FOR MATCHING FUNDS

Total Amount Awarded	\$186,015
Required Match Percentage	25%
Total Required Match	\$62,005

Approved Budget Category		Budgeted Match	
1	Personnel	\$	
2	Travel	\$	
3	Operating	\$	
4	Contractual/Consultant	\$	
6	Training	\$	
7	Other	\$	62,005
8	Indirect Costs	\$	
	Total	\$	62,005

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