



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

Agency Ref. #: 409
Budget Account: 1383
Category:
GL: NA
Job Number: NA

NOTICE OF SUBAWARD

Program Name: Title II Formula Grant Award Leslie Bittleston, Chief, Juvenile Services Programs Office lbittleston@dchfs.nv.gov		Subrecipient's Name: Clark County Department of Juvenile Services Attention: Cheryl Wright, Assistant Director or Designee	
Address: 4126 Technology Way, 3rd Floor Carson City, NV 89706-2009		Address: 601 North Pecos Road Las Vegas, Nevada 89101	
Subaward Period: July 1, 2021 through September 30, 2024		Subrecipient's: EIN: _____ Vendor #: _____ Dun & Bradstreet: _____	
Purpose of Award: State general funds for front end services. There are no federal funds associated with this grant award.			
Region(s) to be served: ☐ Statewide ☒ Specific county or counties: Clark County			
Award Amount \$130,000 State Award Number 2021 Formula-02 MET State Award Number 2021 Formula-03 SAARP Note: Continued funding to grantee in good standing.		FEDERAL AWARD COMPUTATION: Cumulative Prior Awards this Budget Period: \$ 0.00 Total Federal Funds Awarded to Date: \$ 0.00 Match Required ☐ Y ☒ N Amount Required this Action: \$ 0.00 Amount Required Prior Awards: \$ 0.00 Total Match Amount Required: \$ 0.00 Research and Development (R&D) ☐ Y ☒ N Federal Budget Period: Start Date through End Date October 1, 2020 Federal Project Period: Start Date through End Date September 30, 2024 FOR AGENCY USE, ONLY	
Source of Funds: Must include name of Federal Agency and Grant name. (Indicate %). Use this field for all funding sources. If more than one federal funding source (grant) is utilized, attach the optional Subaward Additional Funding Sheet and enter "See Subaward Additional Funding Sheet".	% Funds: 100	CFDA: 16.540	FAIN: 15-JDP-21-GG-04732-TITL
		Federal Grant #: 15-JDP-21-GG-04732-TITL	Federal Grant Award Date by Federal Agency: 10/01/2021
Agency Approved Indirect Rate: 0.00%		Subrecipient Approved Indirect Rate: Enter %; de minimis or N/A	
Terms and Conditions: In accepting these grant funds, it is understood that: 1. This award is subject to the availability of appropriate funds. 2. Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual. 3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented. 4. Subrecipient must comply with all applicable Federal regulations. 5. Quarterly progress reports are due by the 15 th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator. 6. Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.			
Incorporated Documents: Section A: General Conditions Section B: Grant Assurances		Attachments: Quarterly Report	
Authorized Subrecipient Official's Name & Title <i>Cheryl Wright, Deputy Director</i>	Signature <i>Leslie Bittleston</i>		Date 5/10/23
Leslie Bittleston, MSQA Chief Juvenile Services Programs Office			5/8/23
RESERVED			

SECTION A:
GENERAL CONDITIONS

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. ~~The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement OR~~ (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.

SECTION B:

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. 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.
6. 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.

Special Conditions:

7. Reporting requirements: An agency or organization may forfeit funds for failure to comply with reporting requirements as outlined in NAC 62B, NAC 62H, established performance measures, or grant reporting criteria.
 - Before any funds are withheld, DCFS shall notify you of any lack of compliance and allow for a corrective action period. If those measures are unsuccessful, DCFS shall notify you of loss of funds to include the total amount of fund withholding.
 - Funds withheld shall not be returned, but rather re-invested in the juvenile justice system in accordance with state law.
8. Utilize these funds on evidence-based programs and services as outlined in NRS 62B.630.

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