



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

Agency Ref. #: **DO 1001**
 Budget Account: 3195
 Category: 35
 GL: 8782
 Job Number: 9366718

NOTICE OF SUBAWARD

Program Name: Social Services Block Grant – Title XX Office of Community Partnership & Grants Connie Lucido / 775-684-4001	Subrecipient's Name: Washoe Second Judicial District Court Jackie Bryant, Project Manager Heather Potts, Fiscal
Address: 4126 Technology Way, Ste 100 Carson City, NV 89706-2009	Address: 75 Court St Reno, Nevada 89501
Subaward Period: April 1, 2019 through September 30, 2019	Subrecipient's: EIN: <u>88-6000138</u> Vendor #: <u>T40283400 (Y)</u> Dun & Bradstreet: <u>126001838</u>

Purpose of Award: Increase capacity for multi-discipline teams to effectively manage cases by coordinating several data sources using the INSPIRES technology.

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

Approved Budget Categories:	
1. Personnel	\$0.00
2. Travel/Training	\$0.00
3. Operating	\$0.00
4. Equipment	\$0.00
5. Contractual/Consultant	\$500,000.00
6. Other	\$0.00
TOTAL DIRECT COSTS	\$500,000.00
7. INDIRECT COSTS	\$0.00
TOTAL APPROVED BUDGET	\$500,000.00

AWARD COMPUTATION:	
Total Obligated by This Action:	\$ 500,000.00
Cumulative Prior Awards this Budget Period:	\$ 0.00
Total Federal Funds Awarded to Date:	\$ 0.00
Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Amount Required This Action:	\$ 0.00
Amount Required Prior Awards:	\$ 0.00
Total Match Amount Required:	\$ 0.00
Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	

Source of Funds: 100% Social Services Block Grant, Title XX	CFDA: 93.667	FAIN: 1-886000022-A9	Federal Grant #: G-1801NVSOSR
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Federal Grant Award Date by Federal Agency: July 1, 2018

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

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

Incorporated Documents:

- Section A: Grant Conditions and Assurances;
- Section B: Description of Services, Scope of Work and Deliverables;
- Section C: Budget and Financial Reporting Requirements;
- Section D: Request for Reimbursement;
- Section E: Audit Information Request;
- Section F: Current/Former State Employee Disclaimer;
- Section G: DHHS Confidentiality Addendum

Authorized Official Name: Jackie Bryant, Project Manager	Signature	Date 4-30-19
OCPG Chief: Connie Lucido		4/30/19
DHHS Director: Richard Whitley	Signature for	4/30/19

STATE OF NEVADA
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DIRECTOR'S OFFICE – OFFICE OF COMMUNITY PARTNERSHIPS & GRANTS
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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. 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.
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 employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

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7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO:**

*Nevada State Department of Health and Human Services
Attn: Office of Community Partnerships and Grants
4126 Technology Way, Suite 100
Carson City, NV 89706-2009
gmu@dhhs.nv.gov*

This copy of the final audit must be sent to the Department within nine (9) months of the close of the Subrecipient's fiscal year. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**

8. 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).
9. No funding associated with this grant will be used for lobbying.
10. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
11. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
- 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:
 1. 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.
 2. 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.
 3. Any attempt to influence:
 - (a) The introduction or formulation of federal, state or local legislation; or
 - (b) 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.
 4. 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.
 5. Any attempt to influence:
 - (a) The introduction or formulation of federal, state or local legislation;
 - (b) The enactment or modification of any pending federal, state or local legislation; or
 - (c) 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.
 6. 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

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on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

7. 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.
- 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:
 1. 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
 2. Not specifically directed at:
 - (a) Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - (b) Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - (c) 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 sub-grantee agrees to provide the Division with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

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

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SECTION B
Description of Services, Scope of Work and Deliverables

With this project, the Second Judicial District Court within Washoe County ("Courts") will continue to preserve, rehabilitate and/or reunite families by linking juvenile and family information from social services, juvenile and school data sources into an integrated hub by collating and sharing information, identifying and managing targeted services, and providing earlier interventions that will have successful outcomes, so they do not come back to court. This project is expected to have 2 outcomes:

- Greater capability to review information by multi-discipline teams for more effective management of cases affecting juvenile populations; and
- Improve coordinated case management and service delivery through greater analytics and cognitive computing.

To deliver these outcomes, Courts will embark upon an initiative dubbed INSPIRES¹ to support a one-family, one-judge system and the stakeholders who participate in the Court system to better enable frequent and thorough review as Court judges exercise their authority to order and monitor the timelines, quantity, quality, and cultural responsiveness of services for children and families. This project provides funding to deliver IT technology and services that enable INSPIRES.

Action Plan

Goal/Priority 1: Increase capacity for multi-discipline teams to more effectively manage cases affecting juvenile populations through the implementation of a data hub, meant to coordinate data source systems for social services, juvenile, school and education systems (i.e., Unity, JCATS, Infinite Campus, and Contexte)

Activities	Date Expected	Documentation	Percent Funding: 100%
1. Deliver and implement IT technology and services to promote business processes that coordinate service delivery in accordance with identified use cases	6/30/2019	Project Milestone Deliverables and Work Products	
2. Install and configure Commercial-Off-The-Shelf ("COTS") software in the IBM Cloud that will comprise the INSPIRES system.	7/31/2019	Project Milestone Deliverables and Work Products	
3. Establish interfaces for data integrations with Unity (used by Human Services Agency), JCATS, (used by Jan Evans Juvenile Justice Center and Contexte (used by the Second Judicial District Court) systems.	9/30/2019	Project Milestone Deliverables and Work Products	
Evaluation: The Court and Contractor have identified system features that will be deployed in a 120-day Phase 1 project. Phase 1 is planned to deploy a useful system with initial features to promote INSPIRES objectives. Data and outcomes will be shared with Nevada Dept of Health & Human Services.			

¹ INSPIRES: Integrating Nevada, Supporting Partnerships, Improving Results, Effectuating Successes
 Subaward Packet (CA)
 Revised 5/18

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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 Department of Health and Human Services through Grant Number G-1801NVSOSR from Administration for Children & Families. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number G-1801NVSOSR from Administration for Children & Families.

Subrecipient agrees to adhere to the following budget:

Total Personnel Costs	including fringe	Total:	\$0
Travel		Total:	\$0
Operating		Total:	\$0
Equipment		Total:	\$0
Contractual			\$ 500,000

Name of Contractor, Subrecipient: IBM **Total \$500,000**

Method of Selection: Sole Source

Period of Performance: May 01, 2019 - September 30, 2019

Scope of Work: The SOW in its entirety is attached. Staff listed below will create and implement INSPIRES as described in the scope of work

* Sole Source Justification: IBM will provide custom software as defined in the INSPIRES scope of work. NRS 332.115 (b) & (h) excludes professional services and software development from the competitive bid process.

Budget

Personnel

Program Manager	PMO		\$ 19,950.00
Project Manager	PMO		\$ 31,350.00
DS&P Specialist	PMO		\$ 6,525.00
Financial Administrator	PMO		\$ 1,430.00
Sr. Project Administrator	PMO		\$ 3,190.00
Project Administrator	PMO		\$ 1,430.00

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Architect Lead/Enterprise Solution Architect	Architect		\$ 19,600.00
Sr. Architect	Architect		\$ 33,040.00
Sr. DBA	Architect		\$ 14,000.00
DBA	Architect		\$ 10,360.00
Lead Business Analyst	BA		\$ 84,250.00
Business Analyst	BA		\$ 30,375.00
Development Lead	Dev		\$ 43,450.00
Sr. SOA Developer	Dev		\$ 29,680.00
Sr. WCM Developer	Dev		\$ 46,640.00
MDM Developer	Dev		\$ 21,715.00
Programmer	Dev		\$ 33,750.00
Associate Programmer	Dev		\$ 29,250.00
Lead Tester	Test		\$ 14,000.00
Tester	Test		\$ 16,240.00
Associate Tester	Test		\$ 9,775.00
Total Budget			\$ 500,000.00

Method of Accountability:

The progress and performance of the consultant will be monitored and supervised Court Administrator, Jackie Bryant.

Other	Total:	\$0
TOTAL DIRECT CHARGES		\$ 500,000
Indirect Charges	Indirect Rate:	0.000% \$0
TOTAL BUDGET		Total: \$500,000

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

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- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:

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

- Reimbursement may be requested monthly for expenses incurred in the implementation of the Scope of Work, within 30 days of the end of the previous month and no later than 30 days from the end of the subaward period which is September 30, 2019.
- Total reimbursement through this subaward will not exceed \$500,000.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred using the Request for Reimbursement Workbook provided after award is fully executed.
- DHHS reserves the right to conduct a site visit regarding the subaward and deliverables. If deliverables are not met for this subaward period, DHHS is not obligated to issue continuation funding.
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

- The Department agrees to provide technical assistance, upon request from the Subrecipient;
- The Department shall provide prior approval of reports or documents to be developed;
- The Department shall forward reports to Administration for Children and Families.
- 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.

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Both parties agree:

- An annual site visit will be performed by 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.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due on a monthly basis, based on the terms of the subaward agreement, no later than the 15th of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward

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Agency Ref. #: **DO 1001**
Budget Account: 3195
GL: 8782
Draw #: _____

SECTION D
Request for Reimbursement

Program Name: Social Services Block Grant – Title XX Office of Community Partnership & Grants	Subrecipient Name: Washoe Second Judicial District Court
Address: 4126 Technology Way, Ste 100 Carson City, NV 89706-2009	Address: 75 Court St Reno, Nevada 89501
Subaward Period: April 1, 2019 through September 30, 2019	Subrecipient's: EIN: 88-6000138 Vendor #: T40283400 (Y)

FINANCIAL REPORT AND REQUEST FOR FUNDS

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

Month(s)	Calendar year					
	A	B	C	D	E	F
Approved Budget Category	Approved Budget	Total Prior Requests	Current Request	Year to Date Total	Budget Balance	Percent Expended
1. Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
2. Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
3. Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$500,000.00	\$0.00	\$0.00	\$0.00	\$500,000.00	0.0%
6. Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
8. Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
Total	\$500,000.00	\$0.00	\$0.00	\$0.00	\$500,000.00	0.0%

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

Authorized Signature _____ Title _____ Date _____

FOR Department USE ONLY

Is program contact required? Yes No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

Chief (as required): _____

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). Within nine (9) months of the close of your organization's fiscal year, you **must** submit a copy of the final audit report to department. Electronic copies are preferred and can be sent to contractunit@health.nv.gov. Mail hard copies to the following address:

***Nevada State Department of Health and Human Services
Attn: Office of Community Partnerships and Grants
4126 Technology Way, Suite 100
Carson City, NV 89706-2009***

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

Washoe Second Judicial District Court

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 ascribed 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 (4).

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

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

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY 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.

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIRECTOR'S OFFICE – OFFICE OF COMMUNITY PARTNERSHIPS & GRANTS
NOTICE OF SUBAWARD

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.
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.