



Supreme Court of Nevada
Administrative Office of the Courts
 (hereinafter referred to as the AOC)

Subgrant #: CIP251
 Budget Account: 1483
 Category: 11/12

NOTICE OF SUBAWARD

Program Name: Court Improvement Program Administrative Office of the Courts Zaide Martinez, MJM, SJS/ zmartinez@nvcourts.nv.gov	Subrecipient's Name: Washoe County Treasurer Second Judicial District Court Judge Alison Testa / Alison.Testa@washocourts.us
Address: 201 S. Carson St., Ste. 250 Carson City, NV 89701	Address: 1001 E 9 th ST Reno, NV 89512
Subaward Period: Upon approval through August 30, 2025	Subrecipient's: EIN: <u>88-6000138</u> Unique Entity ID: <u>GPR1NY74XPQ5</u>

Purpose of Award: To provide timeliness to permanency cases by providing legal representation to prospective adoptive parents.

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

Approved Budget Categories:	
1. Personnel	
2. Travel	
3. Operating	
4. Equipment	
5. Contractual/Consultant	\$15,000.00
6. Training	
7. Other	
TOTAL DIRECT COSTS	\$15,000.00
8. Indirect Costs	
TOTAL APPROVED BUDGET	\$15,000.00

FEDERAL AWARD COMPUTATION:	
Total Obligated by this Action:	\$ 15,000.00
Cumulative Prior Awards this Budget Period:	\$ 0.00
Total Federal Funds Awarded to Date:	\$ 15,000.00
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	

FOR AGENCY USE, ONLY

Source of Funds: Department of Health and Human Services Administration for Children and Families	% Funds: 100%	CFDA: 93.586	FAIN: 2401NVSCIP	Federal Grant #: 2401NVSCIP	Grant Award Date by Federal Agency: 12/31/2023
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Agency Approved Indirect Rate: N/A

Subrecipient Approved Indirect Rate: N/A

Terms and Conditions:

In accepting these grant funds, it is understood that:

1. This award is subject to the availability of appropriate funds.
2. Expenditures must comply with any statutory guidelines.
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. Final report is due at the end of the project period unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Funds must be submitted upon receipt of an invoice 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: Audit Information Request;

Name	Signature	Date
Alicia Lerud, Court Administrator/ Clerk of Court		12/9/24
Zaide Martinez, MJM, SJS Court Improvement Program Officer		

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. Administrative Office of the Courts (hereafter referred to as "AOC") 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 AOC 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 AOC 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 AOC or Recipient from its obligations under this Agreement.
 - The AOC 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 AOC 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 AOC. 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 AOC, become the property of the AOC, 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 AOC 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 AOC may declare the Recipient ineligible for any further participation in the AOC'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 AOC may withhold funding.
5. **Records Retention, Inspection, and Audit:** Subrecipient shall maintain all financial records, supporting documentation, and all other records (written, electronic or otherwise) relating to performance and billing under this agreement for a period of at least 7 years. The retention period begins upon completion of the project. The retention period shall be extended when an audit or dispute resolution process is scheduled or in progress for a period reasonably necessary to complete the audit or dispute resolution process. Subrecipient shall make all such records and documentation available to AOC for inspection, review and/or audit within 10 days of written notice of a request during the term of the agreement and throughout the retention period. Any such inspection, review and/or audit shall be conducted at a reasonable time during business hours, and in such a manner that does not interfere with Contractor's normal business activities.

Grant Assurances

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

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section D of this notice of subaward must be completed.**
8. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal AOC 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).
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 Administrative Office of the Courts 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 Administrative Office of the Courts 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 sub-grantee agrees to provide the AOC 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.

SECTION B

Description of Services, Scope of Work and Deliverables

The Second Judicial District Court, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for The Second Judicial District Court

Goal 1: Facilitate timely permanency outcomes for prospective adoptive families by addressing sibling visitation matters and postadoptive contact agreements efficiently.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Establish program infrastructure and secure legal counsel for adoption-related cases.	<ol style="list-style-type: none">1. Communicate with dependency stakeholders to request recommendations for legal counsel interested in participating in this program. 2. Reach out to prospective legal counsel identified by stakeholders. 3. Request Washoe County Human Services Agency to identify and refer eligible cases for the program. 4. Review cases for candidacy to benefit from legal representation and develop a checklist for identifying eligible cases. 5. Obtain budget authority approval and set up resources for program implementation.	August 30, 2025	Records of resource acquisition, including communications regarding requested bids, bids received, and legal counsel invoices.

Goal 2: Streamline legal representation and case review processes to ensure the efficient allocation of resources and timely case resolutions.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Implement the program and manage case assignments.	<ol style="list-style-type: none"> 1. Regularly review referrals and checklists for eligible cases submitted by the Washoe County Human Services Agency. 2. Identify cases where prospective adoptive parents could benefit from legal counsel to resolve postadoptive contact agreements and/or sibling visitation matters. 3. Communicate eligible cases to the Agency for outreach to available legal counsel. 4. Assign cases to attorneys as soon as they confirm availability and willingness to accept the work. 5. Attorneys provide legal representation, including: <ul style="list-style-type: none"> • Mediation sessions. • Settlement conferences. • Drafting and finalizing postadoptive contact agreements. • Resolving sibling visitation matters through mediation, settlement, or contested hearings. 6. Collect and maintain billing statements from legal counsel for work completed on assigned cases. 7. Obtain and furnish data on: <ul style="list-style-type: none"> • Demographics of participants served. • Termination of Parental Rights (TPR) petitions filed. • Finalized adoptions. • Relinquishment requests. • Case closures and permanency outcomes. 	August 30, 2025	<p>Requests for reimbursement</p> <p>Data on case demographics, permanency outcomes, number of finalized adoptions, TPR petitions, and relinquishment requests.</p>

Goal 3: Reduce delays and improve the overall efficiency of permanency proceedings to achieve quicker outcomes for children and families.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Enhance case flow efficiency and reduce delays in permanency outcomes.	<ol style="list-style-type: none"> 1. Attorneys will assist prospective adoptive parents with: <ul style="list-style-type: none"> • Resolving sibling visitation matters, ensuring timely adoption finalization. • Drafting and finalizing postadoptive contact agreements. 2. Monitor case progress to minimize court involvement and resolve matters prior to settlement conferences or trials. 3. Promote stipulations in advance to vacate unnecessary court proceedings. 4. Provide feedback to stakeholders on program success and areas for improvement. 	August 30, 2025	<p>Requests for reimbursement</p> <p>Data on case outcomes, including demographics, TPR petitions, finalized adoptions, and permanency achievements.</p>

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

SECTION C

Budget and Financial Reporting Requirements

Subrecipient agrees to adhere to the following budget:

Approved Budget Categories:	
1. Personnel	
2. Travel	
3. Operating	
4. Equipment	
5. Contractual/Consultant	\$15,000.00
6. Training	
7. Other	
TOTAL DIRECT COSTS	\$15,000.00
8. Indirect Costs	
TOTAL APPROVED BUDGET	\$15,000.00

Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**

- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.

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 \$15,000.00;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the AOC.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the AOC within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the AOC 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 AOC may not be able to provide reimbursement.
- If a credit is owed to the AOC after the 45-day closing period, the funds must be returned to the AOC within 30 days of identification.

The AOC agrees:

- The AOC reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the AOC.

Both parties agree:

- All reports of expenditures and requests for reimbursement processed by the AOC 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 AOC, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due upon receipt of an invoice.
- 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

SECTION D

Audit Information Request

1. Non-Federal entities that **expend** \$1,000,000.00 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 \$1,000,000.00 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 30th
4. What is the official name of your organization? Second Judicial District Court
5. How often is your organization audited? December 2023
6. When was your last audit performed? December 2023
7. What time-period did your last audit cover? FY 2023
8. Which accounting firm conducted your last audit? Eide Bailly LLP

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