

State of Nevada

Department of Health and Human Services

Division of Child & Family Services (hereinafter referred to as the Department)

Agency Ref. #: 325110-21-006 Budget Account: 3251 Category: 10

Program Name:			Sı	ubrecipient's Name				
Child Death Review- CDR DCFS Grants Management Unit			Washoe County Human Services Agency Amber Howell					
DCFS Grants Management Onlt DCFSGrants@dcfs.nv.gov			ahowell@washoecounty.us					
Address:				ddress:				
4126 Technology Way, 3 rd Floor				0 S. Center Street				
Carson City, NV 89706-2009				eno, NV 89501-2103				
Subaward Period: July 1, 2020 through June 30, 2021			31	ubrecipient's: EIN:	88-6000138			
				Vendor #:	T40283400A			
				Dun & Bradstreet:	073786998			
Purpose of Award: Washoe County Human So	onvions Agons	v proposos	to lounc	h a multi facatod Infant S	afo Sloop Awaronoes Comm	unity Outro	ach	
campaign. This campaign is designed to educate community members to resources for additional	e the public at	out best pra						
Region(s) to be served: ☐ Statewide ☐ Spe	ecific county o	r counties: \	Nashoe					
Approved Budget Categories:				AWARD COMPUTATION	ON:			
1. Personnel		\$0.00		Obligated by this Action: ative Prior Awards this B	udget Period:	\$ \$	14,200.00 0.00	
2. Travel/Training		\$0.00		ederal Funds Awarded t		\$	14,200.00	
3. Operating		\$0.00	NA-4-b	Daniel DV DN				
				Required \square Y \boxtimes N and Required this Action:		\$	0.00	
4. Equipment		\$0.00		nt Required Prior Awards		\$	0.00	
Contractual/Consultant	\$6,	600.00		Natch Amount Required:		\$	0.00	
6. Other	\$7,	600.00		rch and Development (R	&D) □ Y ⋈ N			
TOTAL DIRECT COSTS	\$14,	200.00	N/A	ai buuget i eriou.				
7. Indirect Costs		\$0.00	Federal Project Period:					
TOTAL APPROVED BUDGET	\$14.:	200.00	N/A					
	Ψ,	200.00						
	4	200.00	FOR A	GENCY USE, ONLY				
	4 ,			,	Federal Grant #:	Federal	Grant Award	
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SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

- 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.

- Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
- 2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
- 3. These grant funds will not be used to supplant existing financial support for current programs.
- 4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
- 5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any recipient or employee because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
- 6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
- 7. Compliance with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for subrecipients that expend \$750,000 or more in Federal awards during the subrecipient's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. To acknowledge this requirement, Section E of this notice of subaward must be completed.
- 9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations

implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

- 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:
 - o 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 <u>may</u>, to the extent and in the <u>manner</u> <u>authorized in its grant</u>, 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:
 - o 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.

SECTION B

Description of Services, Scope of Work and Deliverables

Washoe County Human Services Agency, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Washoe County Human Services Agency

Goal 1: Raise awareness about safe sleep practices throughout Washoe County

<u>Objective</u>	Activities	Due Date	Documentation Needed	How will this Goal be
Utilize billboard and public transportation display	Create artwork for campaign and print displays.	08/31/2020	Completed artwork to be displayed on	measure (quantitative) 1. Number of RTC bus Displays
advertising to educate the public about best practices when it comes to putting a			billboards and buses	
baby safely to sleep, as well as help connect community members to resources for additional information and support. 2. Implement an intensive, multi-faceted media	Contract with Regional Transportation Commission for exterior vinyl sign placement on two buses to be displayed during October (Safe Sleep Awareness Month). RTC estimates a reach of approximately 750,000 people per bus and an average of 2.9 views per person.	10/31/2020	Agreement with RTC, list of bus placements and run dates	Number of billboards posted through Lamar Advertising
campaign during Safe Sleep Awareness Month (October).	3. Initiate a communications plan during Safe Sleep Awareness Month, featuring news releases, social media posts, website stories and media interviews on television and radio.	10/31/2020	News releases, social media posts, website stories	3. Number of contacts points during Safe Sleep Awareness Month (news releases, social media posts, TV and radio interviews, etc.)
	4. Contract with Lamar Advertising for pro bono placement of 50 billboards, including space on digital board at the Spaghetti Bowl interchange. Contract will run for the duration of FY 2020-21.	06/30/2021	Agreement with Lamar Advertising, list of billboard placements and run dates	Number of people exposed to the campaign through various media outlets Value of pro bono placements and media coverage

Goal 2: Target safe sleep practices messaging to parents and parents to-be under age 25

<u>Objective</u>	Activities	Due Date	Documentation Needed	How will this Goal be measure (quantitative)
Target younger parents and parents to-be (under age 25) with messages about safe sleep best practices through the use of	Produce a 30-second public service announcement to raise awareness about safe sleep practices	09/30/2020	Script/outline of PSA, contract and invoices for production of PSA	Number of times PSA is run on television
public service announcements and social media.	2. Partner with local commercial television stations and government cable channels to run the PSA at no cost as part of their requirements for public awareness by the FCC. PSA will run year-round with an emphasis in October.	06/30/2021	2. Agreements, list of stations, list of activities and air dates	2. Number of times PSA is run on YouTube
	3. Purchase advertising time on YouTube to run the PSA. Statistics show 81% of 15- to 25-year-olds in the U.S. use YouTube, providing access to our target audience. PSA will run primarily during October.	06/30/2021	3. Agreement, Google Analytics reports	Number of social media posts
	4. Post the PSA on county social media sites (Instagram, Facebook, Twitter), through which there is the potential audience of more than 100,000 organic followers. Social media exposure will run year-round with an emphasis in October.	06/30/2021	4. Social media post history, Google Analytics reports	4. Number of people exposed to the campaign through various media outlets 5. Value of pro bono placements and media coverage

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

SECTION C

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 Child Death Review fees. 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 Child Death Review fees.

Subrecipient agrees to adhere to the following budget:

BUDGET N	ARRATIVE - SFY21			
<u>Total Personnel Costs</u>	Including Fringe	Total:	\$	-
Travel/Training		Total:	\$	-
<u>Operating</u>		Total:	\$	-
Equipment		Total:	\$	-
Contractual		Total:	\$	6,600.00
Name of Contractor/Subrecipient: SoSu V			\$	3,200.00
Method of Selection: Competitive Bid			<u>l</u>	
Period of Performance: July 1, 2020 - September 30, 2020				
<u>Scope of Work</u> : SoSu TV will create a 30-second public service announced YouTube and other social media platforms.	ncement promoting safe sleep p	oractices. The PS	A will air o	on local television,
*Sole Source Justification: N/A				
Method of Accountability:				
Vendor will work with the WCHSA Communications Team to create the will provide oversight and invoice approval.	e PSA; vendor will invoice for se	ervices and the W	CHSA Co	mmunications Team
Name of Contractor/Subrecipient: Regional Transportation Commission	า		\$	1,400.00
Method of Selection: Competitive bid				
Period of Performance: October 1, 2020 - October 31, 2020				
Scope of Work: WCHSA will place vinyl displays on the exterior of two	buses during the month of Octo	bber: cost is \$700	per bus >	c 2 buses
*Sole Source Justification: N/A		, , , , , , , , , , , , , , , , , , , ,		
Method of Accountability: Vendor will work with the WCHSA Communications Team for vinyl disp Communications Team will provide oversight and invoice approval.	play placement on buses; vendo	or will invoice for s	services a	nd the WCHSA
Name of Contractor/Subrecipient: YouTube			\$	2,000.00
Method of Selection: Competitive bid				
Period of Performance: July 1, 2020 - June 30, 2021				
Scope of Work: WCHSA will purchase advertising space on YouTube to practices	o run a 30-second public servic	e announcement	promotin	g safe sleep
*Sole Source Justification: N/A				
Method of Accountability: Vendor will work with the WCHSA Communications Team for advertising Communications Team will provide oversight and invoice approval.	ng placement; vendor will invoic	e for services and	d the WCI	HSA
<u>Other</u>		Total:	\$	7,600.00
Billboard vinyl printing - \$100 per vinyl x 50 board placements	\$ 5,00	0.00		

Funds are budgeted for the production of vinyl displays for these 50 boards. RTC vinyl printing: During Safe Sleep Awareness Month (October), we

Justification: Billboard vinyl printing: For fiscal year 20-21, Lamar Advertising has agreed to provide 50 billboard placements to WCHSA at no cost.

2,600.00

RTC vinyl printing - \$1,300 per vinyl x 2 bus placements

will contract with the Regional Transportation Commission to display vinyl on the exterior of two buses. Funds are budgeted for the production of these vinyl displays.

TOTAL DIRECT CHARGES		\$ 14,200.00
Indirect	Total:	\$ -
TOTAL BUDGET	Total:	\$ 14,200.00

- 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.

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 \$14,200.00;
- · 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 <u>CLOSE OF THE SUBAWARD PERIOD</u>. 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 <u>monthly</u> 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 Su0award.

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

Agency Ref. #: 325110-21-006

Budget Account: 3251

GL: 10

Draw #:

Request for Reimbursement

Program Name: Child Death Review-CDR	Subrecipient's Name Washoe County Human Services Agency						
Address: 4126 Technology Way, 3 rd Floor Carson City, NV 89706-2023	Address: 350 South Center Street Reno, NV 89501						
<u>Subaward Period</u> : July 1, 2020 – June 30, 2021				88-60000138 40283400A			
		AL REPORT AND RE					
	Month(s):	companied by expend		Calendar year: 2020			
Approved Budget Category	A Approved Budget	B Total Prior Requests	Current Request	Year to Date Total	E Budget Balance	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	\$6,600.00	\$0.00	\$0.00	\$0.00	\$6,600.00	0.0%	-
6. Other	\$7,600.00	\$0.00	\$0.00	\$0.00	\$7,600.00	0.0%	-
7. Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-	-
Total	\$14,200.00	\$0.00	\$0.00	\$0.00	\$14,200.00	0.0%	
MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed	_
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-	_
I, a duly authorized signatory for the subrecipient certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.							
Authorized Signature Title			Date PAT LISE ONLY				
Is program contact required? Yes No Contact Person: Reason for contact:							
Fiscal review/approval date:							
Scope of Work review/approval date	:						
ASO or Bureau Chief (as required):							

SECTION E

Audit Information Request

1.	Non-Federal entities that <u>expend</u> \$750,000.00 or more in total federal awards are conducted for that year, in accordance with 2 CFR § 200.501(a).	e required to have a single or program-specific aud	tit
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.

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 <u>not</u> receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any curr	ent 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 e execution of this agreement, they must receive prior	employee is assigned to perform work on this subaward at any point afte 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.

Subaward Packet (CA) Revised 6/19

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

and

Washoe County Human Services Agency

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

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.