



**State of Nevada**  
 Department of Health and Human Services  
**Division of Welfare and Supportive Services**  
 (hereinafter referred to as the Division)

Agency Ref. #: **CC2205**  
 Budget Account: **3267**  
 GL / Category: **8781/ 20**  
 Job Number: **9357521**  
 SubOrg: **23**

**NOTICE OF SUBAWARD**

<b>Program Name/Source of Funds</b> Child Care Licensing Division of Welfare and Supportive Services Dave Goldstein / <a href="mailto:dmgoldstein@dwss.nv.gov">dmgoldstein@dwss.nv.gov</a>		<b>Subrecipient's Name:</b> Washoe County Human Services Agency (County of Washoe) Amber Howell, Director / <a href="mailto:AMHowell@washoecounty.us">AMHowell@washoecounty.us</a>																																					
<b>Address:</b> 1470 College Parkway Carson City, NV 89706-2009		<b>Address:</b> 350 S. Center Street Reno, NV 89501																																					
<b>Subaward Period:</b> July 1, 2021 through June 30, 2022		<b>Subrecipient's:</b> <div style="display: flex; justify-content: space-between;"> <div>EIN: *****0138</div> <div>Vendor #: T40283400</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Dun &amp; Bradstreet:</div> <div>073786998</div> </div>																																					
<b>Purpose of Award:</b> This subaward is to provide licensing, monitoring, inspections and background checks to all licensed and non-licensed providers in the Child Care & Development Program (CCDP) under the provisions granted in the Nevada Revised Statutes (NRS) 432A.																																							
<b>Region(s) to be served:</b> <input type="checkbox"/> Statewide <input checked="" type="checkbox"/> Specific county or counties: Washoe County																																							
<b>Approved Budget Categories:</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>1. Personnel</td><td align="right"><b>\$353,954.00</b></td></tr> <tr><td>2. Travel/ Per Diem</td><td align="right"><b>\$1,331.00</b></td></tr> <tr><td>3. Training</td><td align="right"><b>\$0.00</b></td></tr> <tr><td>4. Supplies/Operating</td><td align="right"><b>\$9,477.00</b></td></tr> <tr><td>5. Equipment</td><td align="right"><b>\$0.00</b></td></tr> <tr><td>6. Contractual/Consultant</td><td align="right"><b>\$0.00</b></td></tr> <tr><td>7. Construction</td><td align="right"><b>\$0.00</b></td></tr> <tr><td>8. Other Expenses</td><td align="right"><b>\$0.00</b></td></tr> <tr><td><b>TOTAL DIRECT COSTS</b></td><td align="right"><b>\$364,762.00</b></td></tr> <tr><td>9. Indirect Costs</td><td align="right"><b>\$18,238.00</b></td></tr> <tr><td>10. Passthrough- Child Care Subsidy Payments</td><td align="right"><b>\$0.00</b></td></tr> <tr><td><b>TOTAL APPROVED BUDGET</b></td><td align="right"><b>\$383,000.00</b></td></tr> </table>		1. Personnel	<b>\$353,954.00</b>	2. Travel/ Per Diem	<b>\$1,331.00</b>	3. Training	<b>\$0.00</b>	4. Supplies/Operating	<b>\$9,477.00</b>	5. Equipment	<b>\$0.00</b>	6. Contractual/Consultant	<b>\$0.00</b>	7. Construction	<b>\$0.00</b>	8. Other Expenses	<b>\$0.00</b>	<b>TOTAL DIRECT COSTS</b>	<b>\$364,762.00</b>	9. Indirect Costs	<b>\$18,238.00</b>	10. Passthrough- Child Care Subsidy Payments	<b>\$0.00</b>	<b>TOTAL APPROVED BUDGET</b>	<b>\$383,000.00</b>	<b>FEDERAL AWARD COMPUTATION:</b> <table style="width:100%;"> <tr><td>Total Obligated by this Action:</td><td align="right">\$ 383,000.00</td></tr> <tr><td>Cumulative Prior Awards this Budget Period:</td><td align="right">\$ 0.00</td></tr> <tr><td>Total Federal Funds Awarded to Date:</td><td align="right">\$ 383,000.00</td></tr> </table> <b>Match Required</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <table style="width:100%;"> <tr><td>Amount Required this Action:</td><td align="right">\$ 0.00</td></tr> <tr><td>Amount Required Prior Awards:</td><td align="right">\$ 0.00</td></tr> <tr><td>Total Match Amount Required:</td><td align="right">\$ 0.00</td></tr> </table> <b>Research and Development (R&amp;D)</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N  <b>Federal Budget Period:</b> July 01, 2021 through June 30, 2022  <b>Federal Project Period:</b> July 01, 2021 through June 30, 2022  <b>FOR AGENCY USE, ONLY</b>		Total Obligated by this Action:	\$ 383,000.00	Cumulative Prior Awards this Budget Period:	\$ 0.00	Total Federal Funds Awarded to Date:	\$ 383,000.00	Amount Required this Action:	\$ 0.00	Amount Required Prior Awards:	\$ 0.00	Total Match Amount Required:	\$ 0.00
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<b>Agency Approved Indirect Rate:</b> 5% of Total Direct Costs		<b>Subrecipient Approved Indirect Rate:</b> N/A																																					
<b>Terms and Conditions:</b> In accepting these grant funds, it is understood that: <ol style="list-style-type: none"> <li>This award is subject to the availability of appropriate funds.</li> <li>Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.</li> <li>Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented</li> <li>Subrecipient must comply with all applicable Federal regulations</li> <li>Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.</li> </ol>																																							
<b>Incorporated Documents:</b> 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: Division Confidentiality Addendum																																					
<b>Amber Howell, Director</b> Washoe County Human Services Agency		Signature																																					
<b>Christell Askew, Chief, Child Care Unit</b> Division of Welfare and Supportive Services		Date																																					
<b>Steve H. Fisher, Administrator</b> Division of Welfare and Supportive Services																																							

**State of Nevada**  
Department of Health and Human Services  
**Division of Welfare and Supportive Services**  
**NOTICE OF SUBAWARD**

**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, Division of Welfare and Supportive Services (hereinafter referred to as Division) 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 Division 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 Division 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 Division or Recipient from its obligations under this Agreement.
  - The Division 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 Division 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 Division. 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 Division, become the property of the Division, 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 Division 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 Division may declare the Recipient ineligible for any further participation in the Division'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 Division 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. All reports for expenditures and requests for reimbursement processed by the Division are subject to audit.
6. Compliance with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) as amended, and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, (29 U.S.C.794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); as amended, and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
7. Compliance with Title II and Title III of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, by the ADA Amendment Act of 2008 (42 U.S.C.12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36), Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
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. 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 E of this notice of subaward must be completed.**

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10. 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).
11. No funding associated with this grant will be used for lobbying.
12. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
13. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
14. An organization receiving grant funds through the Nevada Department of Health and Human Services shall not use grant funds for any activity related to the following:
  - Any attempt to influence the outcome of any federal, state, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or a similar activity.
  - Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative, or similar procedure.
  - Any attempt to influence:
    - The introduction or formulation of federal, state, or local legislation; or
    - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
  - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
  - Any attempt to influence:
    - The introduction or formulation of federal, state, or local legislation;
    - The enactment or modification of any pending federal, state, or local legislation; or
    - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
  - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
  - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
15. An organization receiving grant funds through the Nevada Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
  - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
  - Not specifically directed at:
    - Any member or employee of Congress, the Nevada Legislature, or a local governmental entity responsible for enacting local legislation;
    - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
    - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the Subrecipient agrees to provide the Division with copies of all contracts, subawards, 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**

All activities, events, meetings etc. will take place in accordance with State and Local compliance requirements related to COVID-19.

**OVERVIEW**

The Child Care Development Fund (CCDF) is the primary Federal program devoted to providing families with child care subsidies. The CCDF enables low-income parents and parents receiving Temporary Assistance for Needy Families (TANF) subsidies to work or participate in education or training programs.

The CCDF is jointly financed by Federal and State governments and consists of three component funding streams designated by the Federal Department of Health and Human Services (DHHS), Administration for Children and Families (ACF):

- **Discretionary Funds**  
CCDF Discretionary funds are provided under section 658B of the Child Care and Development Block Grant (CCDBG) act of 1990 as amended (42 U.S.C. 9858, et seq.) and appropriated annually.
- **Mandatory Funds**  
CCDF Mandatory funds were enacted by the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, Pub. Law 104-193, and are appropriated under Section 418 of the Social Security Act (SSA) (42 U.S.C. 618).
- **Matching Funds**  
CCDF Matching funds were enacted by the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, Pub. Law 104-193, and are appropriated under Section 418 of the Social Security Act (SSA) (42 U.S.C. 618).

The three component funding streams of the CCDF signify the unification of the CCDBG and child care subsidy funding under the Social Security Act.

**CCDF Activities in Nevada**

In Nevada, The Department of Health and Human Services, Division of Welfare and Supportive Services (Division) acts as the Lead Agency for the CCDF. Program activities are accomplished through the Child Care and Development Program (CCDP) staff and Subrecipient that are responsible for administration, management, and daily operations for the program which include:

Washoe County Human Services is responsible for licensing and monitoring child care facilities in the Washoe County area. Washoe County follows the same code as State Child Care Licensing, under the provisions granted in Nevada Revised Statutes (NRS) 432A, Services and facilities for Care of Children, and Nevada Administrative Code (NAC) 432A, Regulations and Standards for Child Care Facilities; however, they may adopt standards that are not less restrictive than those adopted under the standards required for State Child Care Licensing per NRS 432A.131. Under NRS 432A, the Washoe County, Child Care Licensing has responsibility to reduce the risk of harm to children placed in care outside of their home, through initial licensing, continued monitoring, and providing technical assistance to child care facilities caring for five or more children not licensed by local entities.

Facilities include child care center, on-site centers, facilities that provide care for ill children, special needs centers, pre-schools, nurseries for infants and toddlers, accommodation facilities, family care homes, group care homes, institutions, and outdoor youth programs. These functions are within the Washoe County area, and designated federal, state, and county operated programs for children. All areas of responsibility are also monitored for illegal, unlicensed child care operations with complaints investigated to bring facilities into compliance with state laws by licensing or reducing the number of children in care. In addition, the Washoe County, Child Care Licensing is required to provide criminal background checks on all licensed child care providers and their staff members, including child care staff members who do not care directly for children but have unsupervised access to children.

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

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**Scope of Work for Subrecipient**

<b>Goal 1: The Subrecipient must provide Child Care Licensing activities in accordance with the Child Care and Development Block Grant Act (CCDBG) of 2014.</b>				
<b>Objective</b>	<b>Activities</b>	<b>Expected Outcomes</b>	<b>Due Date</b>	<b>Documentation Needed</b>
<b>Establish and Maintain Child Care Licensing activities in accordance with NRS 432A and CCDBG.</b>	1. Provide initial licensing for all providers in the Washoe County area.	Washoe County providers will be held accountable to licensing and health and safety requirements.	Throughout the term of the subaward	Subrecipient website and any other requested documentation
	2. Provide technical assistance and consultation to child care providers related to applicable regulations and standards.	Washoe County providers educated on compliance.	As needed	Requested documentation
	3. Gather statistics in the field of child care which other federal and state agencies are not collecting.	Reports obtainable upon request.	Throughout the term of the subaward	Requested documentation
	4. Maintain a registry of complaints related to child care providers.	Complaints are documented.	Throughout the term of the subaward	Subrecipient's website and any additional documentation requested
	5. Provide monitoring of licensing and regulatory requirements: <ul style="list-style-type: none"> <li>The Washoe County, Child Care Licensing must have policies in place relating to licensing and regulating child care providers that serve children receiving CCDF subsidies and the facilities of those providers, that: <ul style="list-style-type: none"> <li>Ensure individuals who are hired as licensing inspector are qualified and received training.</li> <li>Maintain the ratio of licensing inspectors to providers and facilities at a level sufficient to perform inspections on a timely basis</li> </ul> </li> <li>For licensed providers: <ul style="list-style-type: none"> <li>At least conduct 1 pre-licensure visit for compliance with fire, health, and safety standards; and</li> <li>At least conduct annual, unannounced inspections for compliance with licensing, health, safety, and fire standards</li> </ul> </li> <li>Provide the results of monitoring and inspections that must be posted to the public by electronic means, in a consumer-friendly and easily accessible format, organized by provider, the results of monitoring and inspection reports, including those due to major substantiated complaints about failure to comply with CCDF requirements and State child care policies.</li> </ul>	Washoe County providers will be held accountable to licensing and health and safety requirements.	Throughout the term of the subaward	Review of NRS/NAC and subrecipient's website for verification of compliance and any other requested documentation

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<b>Goal 2: Ensure accurate and thorough programmatic record keeping and compliance with all levels of governmental oversight.</b>				
<b>Objective</b>	<b>Activities</b>	<b>Expected Outcomes</b>	<b>Due Date</b>	<b>Documentation Needed</b>
<b>Maintain Child Care Licensing Program Integrity</b>	1. Provide comprehensive criminal background checks on all licensed child care staff members and all licensed child care providers.	Compliance with criminal background check regulations.	Throughout the term of the subaward	Requested documentation
	2. Provide pre-service and ongoing training for all CCDF child care providers in 10 basic health and safety areas: <ul style="list-style-type: none"> <li>• Signs of illness (Bloodborne Pathogens), Prevention and control of infectious diseases, including immunizations;</li> <li>• Prevention and of sudden infant death syndrome and safe sleeping practice;</li> <li>• Administration of medication;</li> <li>• Prevention and response to food and other allergic reactions in the Child Care environment;</li> <li>• Building and physical premises safety, including the handling and storage of bio contaminants and hazardous materials;</li> <li>• Prevention of shaken baby syndrome and abusive head trauma;</li> <li>• Emergency preparedness and response planning for emergencies, resulting from a natural or man-made event;</li> <li>• First aid and CPR, including pediatric; and</li> <li>• Recognizing and reporting child abuse and neglect.</li> <li>• Precautions in transporting children (applicable staff only)</li> </ul>	Compliance with the required training.	Throughout the term of the subaward	Review of NRS/NAC for verification of compliance and any other requested documentation
	3. Permit authorized State and Federal personnel full access to business records and provider files to monitor and/or audit the activities, procedures, cases, and accounting records that are subject to this agreement.	Access to requested documents upon demand.	Throughout the term of the subaward	Requested documentation
	4. All reports of expenditures and requests for reimbursement processed by the Division CCDF staff are subject to audit. Provide all requested information during audit processes.	Access to requested documents upon demand.	Throughout the term of the subaward	Requested documentation
	5. Within required timeframes, develop corrective action plans to rectify any exceptions noted in monitoring and/or audit reports that place any office out of compliance with this agreement, Federal/State statutes, or regulations.	Corrective action plan is developed and submitted within set timeframes.	Upon request	Corrective action plan and appropriate backup documentation
	6. All books, records, reports, and statements relevant to this sub-award must be retained for a minimum of five (5) years after the Federal award period ends. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.	Subaward records are retained in accordance with requirements.	Throughout the term of the subaward	Requested documentation
	7. Provide a proposed budget for the following fiscal year to Division program staff.	Budget received timely.	April 1st of each year	Budget narrative and proposed budget summary using authorized form(s)
	8. Manage the current State Fiscal Year Budget by tracking actual expenditures and projecting future expenditures to ensure that Division is alerted when and amendment will be required to avoid depletion of funds. If it is determined that funds will be depleted, Division must be alerted within 15 business days of the projection depletion.	Budget and forecast documents to be submitted timely.	15 business days from the projection date	Written request submitted via email
	9. Salaries for employees paid for with CCDF funds must be comparable to salaries for State employees involved in similar work.	Salaries are comparable.	Monthly: by the 20th of each month	Payroll documentation

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**Goal 3: As the Subrecipient, the entity will maintain controls for program funds, facilitate the interpretation and proper implementation of state policies, and provide oversight of the daily operations for the Child Care and Development Program regarding Child Care Licensing Activities.**

<b>Objective</b>	<b>Activities</b>	<b>Expected Outcomes</b>	<b>Due Date</b>	<b>Documentation Needed</b>
<b>Provide Programmatic Oversight</b>	1. Implement the 2014 CCDF program in Nevada as approved by USDHHS- Administration for Children and Families in accordance with the Office of Early Child Care and Education Guidance located at <a href="http://www.acf.hhs.gov">http://www.acf.hhs.gov</a>	Compliance with guidance provided by the Office of Early Child Care and Education.	Throughout the term of the subaward	Review of NRS/NAC for verification of compliance and any other requested documentation
	2. Comply with all the applicable sections in the Child Care and Development Block Grant Act of 2014 (P.L. 113-186).	Compliance with applicable sections in the Child Care and Development Block Grant Act of 2014.	Throughout the term of the subaward	Review of NRS/NAC for verification of compliance and any other requested documentation
	3. Provide management and oversight of the daily operations for the Washoe County, Child Care Licensing Program.	Compliance with subaward goals and activities.	Throughout the term of the subaward	Review of NRS/NAC for verification of compliance and any other requested documentation
	4. Build and improve the supply and quality of licensed child care businesses and foster child visitation programs in the Washoe County area, including pandemic-related supplies to be aligned with CDC guidelines. Utilize funds to support provider capacity and availability of pandemic-related supplies. Providers recruited by Subrecipient must participate with Staffed Child Care Network efforts as well as the Dashboard for COVID-19 related spending.	Increase in the quality and capacity of child care providers. Sufficient availability of pandemic-related supplies. Participation with Staffed Child Care Network efforts and reporting requirements.	Throughout the term of the subaward	Requested documentation
	5. Maintain adequate controls and documentation of expenditures in accordance with Federal and State regulations and provide additional expenditure detail upon request from the Division.	Compliance with Federal and State regulations and documentation requirements.	Throughout the term of the subaward	Review of NRS/NAC for verification of compliance and any other requested documentation
	6. Request reimbursement for the actual expenses incurred related to the Scope of Work during the subaward period. Request for reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred.	Requests for reimbursements submitted accurately and timely.	Monthly, no later than the 10th calendar day of the month following the month service was provided	Request for Reimbursement using the authorized form(s) with required backup documentation
	7. Submit invoices to the Division of Welfare and Supportive Services, Child Care Unit, 1470 College Parkway, Carson City, Nevada, 89706, for reimbursement of expenses for all Washoe County, child care licensing activities.	Invoices submitted accurately and timely.	Throughout the term of the subaward	Request for Reimbursement using the authorized form(s) with required backup documentation
	8. All invoices for dates of services prior to July 1 must be submitted to the State. Any costs that cannot be substantiated by source documents or any costs which not allowable costs are as defined in CCDF Plan will be disallowed.	Invoices submitted accurately and timely.	Annually, no later than the third week of July	Request for Reimbursement using the authorized form(s) with required backup documentation; and final annual reconciliation report; reimbursement of any overpayment
	9. Work with Division CCDP staff to resolve any identified billing discrepancies.	Issues are reported accurately and timely.	Within one (1) business day from notification of discrepancy	Requested documentation
	10. Provide a complete financial accounting of all expenditures to Division. Any un-expended funds shall be returned, or if not already requested, shall be deducted from the final award.	Monthly billing is provided accurately and timely.	On third week of each month by 10am on last business day	Request for Reimbursement using the authorized form(s) with required backup documentation

**State of Nevada**  
 Department of Health and Human Services  
**Division of Welfare and Supportive Services**  
**NOTICE OF SUBAWARD**

<b>Goal 3: As the Subrecipient, the entity will maintain controls for program funds, facilitate the interpretation and proper implementation of state policies, and provide oversight of the daily operations for the Child Care and Development Program regarding Child Care Licensing Activities.</b>				
<b>Objective</b>	<b>Activities</b>	<b>Expected Outcomes</b>	<b>Due Date</b>	<b>Documentation Needed</b>
	11. Submit any proposed program or budget changes to the Division for review of compliance with federal program requirements. This includes significant changes in program goals and objectives, scope of work, text or content of materials and messages developed with CCDP funds.	Program or budget changes submitted accurately and timely.	As needed	Requested documentation

<b>Goal 4: The Subrecipient must provide Child Care Licensing activities in accordance with the Child Care and Development Block Grant Act (CCDBG) of 2014.</b>				
<b>Objective</b>	<b>Activities</b>	<b>Expected Outcomes</b>	<b>Due Date</b>	<b>Documentation Needed</b>
<b>Foster an Environment of Teamwork for the Overall Success of the CCDP</b>	1. Plan together and have open lines of communication regarding all Washoe County, child care licensing activities.	Open communication and regular updates from program staff.	Throughout the term of the subaward	Requested documentation
	2. Share communication materials regarding all Washoe County, child care licensing activities as necessary.	Communication materials are shared.	Throughout the term of the sub-award	Requested documentation

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



**State of Nevada**  
 Department of Health and Human Services  
**Division of Welfare and Supportive Services**  
**NOTICE OF SUBAWARD**

**SECTION C**

**Budget and Financial Reporting Requirements**

Any activities performed under this subaward shall acknowledge the funding was provided through the Division by Grant Number 2021,G996005 (Discretionary) from Administration for Children & Families, Child Care and Development Block Grant.

All activities, events, meetings etc. will take place in accordance with State and Local compliance requirements related to COVID-19.

Subrecipient agrees to adhere to the following budget:

**Applicant Name: Washoe County Human Services Agency**

**BUDGET NARRATIVE**  
 (form revised February 2021)

**All activities, events, meetings etc. will take place in accordance with State and Local compliance requirements related to COVID-19.**

<b>Total Personnel Costs</b>	<b>including fringe</b>	<b>Total:</b>	<b>\$353,954</b>
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**List staff, positions, percent of time to be spent on the project, rate of pay, fringe rate, and total cost to this grant.**

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
Amy Clift, Human Services Coordinator, PCN 70010400	\$114,338.85	43.370%	10.000%	12	100.00%	\$16,393

Under limited supervision, incumbent trains, supervises, and evaluates the performance of three Human Services Case Worker III surveyors (two grant funded and one non-grant funded) and one Human Services Supervisor. Incumbent address issues that have been escalated by subordinates and surveyed facilities; review and interpret laws, regulations, policies, and procedures; prepare summary or detailed reports of surveys and actions taken by subordinates; and participate in the development of laws, regulations, policies, and procedures as required.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Lindsarae Prudden, Human Services Supervisor, PCN 7000	\$86,723.64	45.160%	75.000%	12	100.00%	\$94,416

Under general supervision, incumbent trains, supervises and evaluates the performance of three Human Services Case Worker III surveyors (two grant funded and one non-grant funded) who license and regulate child care facilities in accordance with NRS 432A. Incumbent participates in Child Care Advisory Board and local and statewide workgroups to advise on changes to policies, laws, regulations, and procedures as required.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Katie Nichols, Human Services Case Worker III, PCN 70010401	\$89,271.37	50.920%	100.000%	12	100.00%	\$134,728

Under general supervision, incumbents perform the duties including regulating and monitoring child care facilities in accordance with NRS 432A, providing child care consultation and training to child care facility operators, and investigating complaints concerning licensed and unlicensed facilities from citizens and public agencies.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Jamie Pugh, Human Services Case Worker III, PCN 70010402	\$73,008.00	48.500%	100.000%	12	100.00%	\$108,417

Under general supervision, incumbents perform the duties including regulating and monitoring child care facilities in accordance with NRS 432A, providing child care consultation and training to child care facility operators, and investigating complaints concerning licensed and unlicensed facilities from citizens and public agencies.

<b>Total Fringe Cost</b>	<b>\$115,198</b>	<b>Total Salary Cost:</b>	<b>\$238,756</b>
<b>Total Budgeted FTE</b>	<b>2.85000</b>		

<b>Travel/ Per Diem</b>	<b>Total:</b>	<b>\$1,331</b>
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**Identify staff who will travel, the purpose, frequency and projected costs. Utilize GSA rates for per diem and lodging (go to [www.gsa.gov](http://www.gsa.gov)) and State rates for mileage (56.0 cents) as a guide unless the organization's policies specify lower rates for these expenses. Out-of-state travel or non-standard fares require special justification.**

**Out-of-State Travel** **\$0**

**In-State Travel** **\$1,331**

**State of Nevada**  
 Department of Health and Human Services  
**Division of Welfare and Supportive Services**  
**NOTICE OF SUBAWARD**

<u>Origin &amp; Destination</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>		
Mileage: \$0.56 rate per mile x 99 miles per month x 12 months x 2 staff	\$55	12		2	\$1,331	

Justification: The childcare licensing staff have one assigned vehicle, they often utilize their own vehicles when needed to visit childcare facilities for licensing inspections or to address complaints.

-	-	-	-	-	-	-
<b>Training</b>	<b>Total:</b>					<b>\$0</b>
-	-	-	-	-	-	-

<b>Supplies/ Operating</b>	<b>Total:</b>					<b>\$9,477</b>
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List tangible and expendable personal property, such as office supplies, program supplies, etc. Unit cost for general items are not required. Listing of typical or anticipated program supplies should be included. If providing meals, snacks, or basic nutrition, include these costs here.

Licenses and Permits: 3 staff @ \$125 per year			\$375.00			
Cellular Phone: 3 staff @ \$55 per month x 12 months			\$1,980.00			
Sanswrite Licenses: 3 staff @ \$1,140 per year			\$3,420.00			
Annual Custom App Tech Support Cost			\$3,702.00			

Justification: The caseworkers are licensed social workers, the licenses are for the Nevada State Board of Social Work annual license renewal. The Sanswrite licenses are annual licensing renewals for the database that WCHSA utilizes to store information for all childcare providers, license information and complaint history. The custom app support is for the Sanswrite database updates and maintenance.

-	-	-	-	-	-	-
<b>Equipment</b>	<b>Total:</b>					<b>\$0</b>
-	-	-	-	-	-	-

<b>Contractual/ Consultant</b>						<b>\$0</b>
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<b>Construction</b>	<b>Total:</b>					<b>\$0</b>
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<b>Other Expenses</b>	<b>Total:</b>					<b>\$0</b>
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<b>TOTAL DIRECT CHARGES</b>						<b>\$364,762</b>
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<b>Indirect Charges</b>	<b>Indirect Rate:</b>		<b>5.000%</b>	<b>\$18,238</b>		
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**Indirect Methodology:** The Administration for Children & Families, Child Care and Development Block Grant allows for 5% of all direct expenses.

<b>Passthrough- Child Care Subsidy Payments</b>	<b>Total:</b>					<b>\$0</b>
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<b>TOTAL BUDGET (Direct + Indirect)</b>	<b>Total:</b>					<b>\$383,000</b>
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<b>TOTAL BUDGET (Direct + Indirect + Passthrough)</b>	<b>Total:</b>					<b>\$383,000</b>
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**State of Nevada**  
 Department of Health and Human Services  
**Division of Welfare and Supportive Services**  
**NOTICE OF SUBAWARD**

Applicant Name: Washoe County Human Services Agency

Form 2

**PROPOSED BUDGET SUMMARY**

(form revised February 2021)

**A. PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS**

<b>FUNDING SOURCES</b>	<b>Division</b>	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	<b>TOTAL</b>
SECURED									
ENTER TOTAL REQUEST	\$383,000								\$383,000

**EXPENSE CATEGORY**

Personnel	\$353,954								\$353,954
Travel/ Per Diem	\$1,331								\$1,331
Training	\$0								
Supplies/ Operating	\$9,477								\$9,477
Equipment	\$0								\$0
Contractual/Consultant	\$0								\$0
Construction	\$0								\$0
Other Expenses	\$0								\$0
Indirect (5%)	\$18,238								\$18,238
Passthrough- Child Care Payments	\$0								\$0
<b>TOTAL EXPENSE</b>	<b>\$383,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$383,000</b>

These boxes should equal 0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Indirect Cost	\$18,238
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Total Agency Budget	\$383,000
Percent of Subrecipient Budget	100%

**B. Explain any items noted as pending:**

**C. Program Income Calculation:**

**State of Nevada**  
Department of Health and Human Services  
**Division of Welfare and Supportive Services**  
**NOTICE OF SUBAWARD**

- 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.**
- Equipment purchased with these funds belongs to the program from which this funding was appropriated and shall be returned to the program upon termination of this agreement. All equipment purchased with these funds is subject to the requirements and conditions set forth in 2CFR200.313 (including, but not limited to, equipment use, maintenance, inventory, management, and/or disposal). All equipment and high-risk items (i.e., cameras, laptops, televisions) must be inventoried annually and made available for review upon request.
- 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 **\$383,000.00**
- Requests for Reimbursement will be accompanied by supporting documentation (i.e. invoices, travel documents, receipts, and timesheets), including a line item description of expenses incurred;
- Required documents from the Request for Reimbursement (RFR) Workbook; and
- Additional expenditure detail will be provided upon request from the Division.

**Additionally, the Subrecipient agrees to:**

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

**The Division agrees to:**

- Administer program funds, interpret, and properly implement federal and state regulations, and provide oversight, guidance, and technical assistance to sub-recipients.
- Maintain overall administrative responsibility as Lead Agency and serve as liaison between the US Department of Health and Human Services (USDHHS), Administration for Children and Families (ACF), CCDF, and the sub-recipient, pursuant to 45 CFR 98.10 et seq.
- Reserve the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Division.
- Maintain eligibility for the maximum allotment of the CCDF, the Lead Agency will complete and submit the Child Care and Development State Plan in accordance with all current State and Federal regulations. Draw down Federal funds to reimburse the sub-recipient for operation of CCDF, up to the sub-award allotment within the first 3 business days of the week after CCDF submits a bill to Accounting.
- Provide answers to questions related to Federal and State statutes and regulations covering program policies and appropriate expenditures as needed.
- Monitor implementation of the CCDF as required throughout the term of the subaward.
- Prepare and submit all required federal program and financial reports as required.
- Process invoices for payment within 30 working days of the receipt of the invoice.
- Provide technical assistance, upon request from the Sub-recipient as needed.
- Reserve the right to hold reimbursement under this sub-award until any delinquent forms, reports or expenditure documentation are submitted and accepted by the Division.

**Both parties agree:**

- The Division/CCDP will conduct an on-site monitoring visit to the Subrecipient location on a yearly basis.
- 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 Division are SUBJECT TO AUDIT.

**State of Nevada**  
Department of Health and Human Services  
**Division of Welfare and Supportive Services**  
**NOTICE OF SUBAWARD**

- 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 Division, 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 following month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- All reports for expenditures and requests for reimbursement processed by the Division are subject to audit.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

Agency Ref. #:	<u>CC2205</u>
Budget Account:	<u>3267</u>
GL / Category:	<u>8781 / 20</u>
Draw #:	<u></u>

<b>Program Name:</b>	<b>Subrecipient Name:</b>	
Child Care Licensing	Washoe County Human Services Agency	
Division of Welfare and Supportive Services		
<b>Address:</b>	<b>Address:</b>	
1470 College Parkway	350 S. Center Street	
Carson City, Nevada 89706	Reno, NV 89501	
<b>Subaward Period:</b>	<b>Subrecipient's:</b>	
July 1, 2021 through June 30, 2022	<b>EIN:</b> *****0138	
<b>Budget Period:</b>	<b>Vendor #:</b> T40283400	
July 1, 2021 through June 30, 2022		

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		\$353,954.00	\$0.00	\$0.00	\$0.00	\$353,954.00	0.0%
2 Travel/ Per Diem		\$1,331.00	\$0.00	\$0.00	\$0.00	\$1,331.00	0.0%
3 Training		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
4 Supplies/Operating		\$9,477.00	\$0.00	\$0.00	\$0.00	\$9,477.00	0.0%
5 Equipment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
6 Contractual/Consultant		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7 Construction		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
8 Other Expenses		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
9 Indirect		\$18,238.00	\$0.00	\$0.00	\$0.00	\$18,238.00	0.0%
10	Passthrough - Child Care Subsidy Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
	Total	\$383,000.00	\$0.00	\$0.00	\$0.00	\$383,000.00	0.0%
MATCH REPORTING		Approved Match Budget	Total Prior Reported Match	Current Match Reported*	Year to Date Total	Match Balance	Percent Match Completed
0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-

Authorized Signature			Title			Date

Program contact necessary? <input type="checkbox"/> Yes <input type="checkbox"/> No    Contact Person: _____										
Reason for contact: _____										
Scope of Work/approval date: _____ Signed: _____										
Fiscal Review/approval date: _____ Signed: _____										
										Rvvd 12/2020

**State of Nevada**  
Department of Health and Human Services  
**Division of Welfare and Supportive Services**  
**NOTICE OF SUBAWARD**

**SECTION E**

**Audit Information Request**

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES ☐ NO ☐
3. When does your organization's fiscal year end? \_\_\_\_\_
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.**

**State of Nevada**  
Department of Health and Human Services  
**Division of Welfare and Supportive Services**  
**NOTICE OF SUBAWARD**

**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 Division.**

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



**State of Nevada**  
Department of Health and Human Services  
**Division of Welfare and Supportive Services**  
**NOTICE OF SUBAWARD**

**SECTION G**

**Confidentiality Addendum**

BETWEEN

**The Division of Welfare and Supportive Services**

Hereinafter referred to as "Division"

and

**Washoe County Human Services Agency**

Hereinafter referred to as "Subrecipient"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Subrecipient.

WHEREAS, Subrecipient may have access, view or be provided information, in conjunction with goods or services provided by Subrecipient to Division that is confidential and must be treated and protected as such.

NOW, THEREFORE, Division 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 Division or created by Subrecipient from that confidential information is destroyed or returned, if feasible, to Division 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 Division 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 Division 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 Division. 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 Division.

**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 Division 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 Division 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.**