

Washoe County School District Subaward Agreement

RECITALS:

THIS AGREEMENT is made by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada, by and through the Washoe County Department of Social Services, herein referred to as "County," and Washoe County School District, herein referred to as "SUBRECIPIENT."

WITNESSETH

WHEREAS, the County has determined there is a need to maintain foster children and youth in their out of zone enrollments.

WHEREAS, the County has reviewed the transportation services which can be provided by the SUBRECIPIENT and found that obtaining the services will be beneficial to fulfilling the needs of foster children in Washoe County; and

WHEREAS, the County and the SUBRECIPIENT desire to enter into a formal agreement setting forth their responsibilities and liabilities in regard to provision of such services.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties as follows.

1. PURPOSE OF THE SUBAWARD/SUBAWARD DUTIES

The purpose of the Subaward and this Subaward Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by SUBRECIPIENT pursuant to this Subaward Agreement as outlined in Exhibit B, Protocol for Servicing Children in Foster Care with the SUBRECIPIENT. This subaward is solely for the purpose of providing school transportation for children in foster care and will not be used for research and development.

2. RESPONSIBILITIES OF COUNTY

County agrees to:

- A. Provide funding to SUBRECIPIENT in accordance with this Subaward Agreement and Federal, state and local laws.
- B. Monitor SUBRECIPIENT to ensure the Subaward is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

3. RESPONSIBILITIES OF SUBRECIPIENT

SUBRECIPIENT agrees to:

- A. Ensure the funds subject to this Subaward Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award.
- B. Submit monthly Requests for Funds Reimbursement.
- C. Make records available to County, Nevada Department of Health and Human Services, federal agencies, and other authorized governmental agencies for review, audit and investigation. Records must include sufficient detail to disclose:
 1. Services provided to program participants;
 2. Costs for providing services.

4. TERM

This Subaward Agreement will be in effect retroactively, from July 1, 2025 through June 30, 2026.

5. COMPENSATION

- A. The County shall pay the SUBRECIPIENT a portion of the eligible federal share of WCSD Transportation Department's established cost based per mile rater as reimbursement of expenses to maintain foster students in their out of zone enrollments. The actual reimbursement amount will be based on the calculation of prior quarter eligible participants, the corresponding Federal Medical Assistance Percentage (FMAP) and the percentage of students who are eligible for support under Title IV-E funds in the claiming quarter.
- B. Payment will be made to SUBRECIPIENT on a cost-reimbursement basis. Invoices shall be numbered, dated, reference this Subaward Agreement, show the cost incurred by cost per student for the billing period and in cumulative amount to date. One hundred percent of supporting documentation must be submitted with each invoice. All invoices must be submitted to HSA-GrantsTeam@washoecounty.gov.
- C. As a SUBRECIPIENT of federal funds, SUBRECIPIENT hereby specifically acknowledges its obligations relative to the funds provided under this Subaward Agreement pursuant to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as applicable to SUBRECIPIENT under federal, state and local laws, including, but not limited to:
 1. Standards for financial management systems: SUBRECIPIENT will comply with the requirements in 2 CFR 200, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to

- e. budgeted amounts;
- f. Source documentation; and
- f. Cash management.

D. No indirect costs are included in the Federal award, or the sub-grant award.

6. MONITORING AND ACCESS TO RECORDS

SUBRECIPIENT shall allow duly authorized representatives of County to conduct reviews, audit, and on-site monitoring of documents, files, etc. in order to determine:

- A. Whether the objectives of the program are being achieved;
- B. Whether the program is being conducted in an efficient and effective manner;
- C. Whether management control systems and internal procedures have been established to meet the objectives of the program;
- D. Whether financial operations of the program are being conducted properly;
- E. Compliance with provisions of Federal and State laws and regulations, and this Agreement.

County will monitor Sub-Grantee activities to ensure that the Federal dollars are used for authorized purposes in compliance with the Federal program laws, regulations, and grant agreements, and ensuring that performance goals are achieved. Monitoring activities will occur throughout the grant term and may take various forms such as:

- F. Reporting: Reviewing financial and performance reports submitted by Sub-Grantee.
- G. Site Visits: Performing visits to Sub-Grantee offices or program sites to review financial records, programmatic records, and observe operations.
- H. Regular Contact: Regular contacts with Sub-Grantee and appropriate inquiries concerning program activities.

Records must be easily retrievable for examination by authorized County program administrators, auditors, and other authorized individuals. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives have the right to access any books, documents, papers or other records of Sub-Grantee, which are pertinent to the grant, in order to make audit, examinations or excerpts, and transcripts. Records must be retained for a period of three years from the time of grant closeout notice.

7. TERMINATION

The County or the SUBRECIPIENT may terminate this Agreement with or without cause. Termination shall become effective 15 days after a written Notice of Termination is sent via United States Postal Service by either party addressed to the other party. Actual notice means receipt of a written Notice of Termination. The Notice must be served at the following addresses:

COUNTY: Washoe County Human Services Agency
Attn: Ryan Gustafson
350 S Center Street
Reno, NV 89501

SUBRECIPIENT: Washoe County School District
425 E 9th Street
Reno, NV 89512-2800

- A. If a termination is made pursuant to this Agreement, a final invoice/report of the type described in section five this agreement, must be immediately prepared by the SUBRECIPIENT within seven days after the effective date of the termination setting forth all services provided by the SUBRECIPIENT after its last invoice/report and before the effective date of the cancellation.
- B. After approval of the final invoice/report in the manner provided in section five of this agreement, the County shall pay to the SUBRECIPIENT any amounts owed under section five of this agreement for services actually provided prior to the effective date of termination.

8. ASSIGNMENT/DELEGATION

The rights and obligations of each party to this Agreement are not assignable. An assignment or delegation of any rights or obligations hereunder is a material breach of this Agreement.

9. WAIVER

A waiver of any breach of any provision of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.

10. MERGER/AMENDMENT

This Agreement, together with the attached Exhibit A Notice of Subaward and Exhibit B Protocol for Serving Children in Foster Care embodies the entire understanding of the parties and there are no terms, covenants or conditions other than those set forth herein. Any modification of the terms of this Agreement must be in writing executed by other parties with the same formality with which this Agreement was executed.

11. FUNDING OUT CLAUSE

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal year for payments due under this Agreement, County will immediately notify the SUBRECIPIENT or its assignees of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received, without penalty or expense to County of any kind whatsoever, except the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. Both parties expressly understand that the term of this Agreement requires such a provision pursuant to NRS 244.320.

12. AUTHORITY

The person executing this Agreement on behalf of the SUBRECIPIENT certifies that he/she has the power and authority to bind the SUBRECIPIENT to the terms and conditions of this Agreement.

13. COMPLIANCE WITH LAWS

The SUBRECIPIENT agrees at all times to comply with all applicable laws,

ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement.

14. LIMITED LIABILITY

County will not waive and intends to assert available NRS chapter 41 liability limitations in all cases.

15. INDEMNIFICATION

To the fullest extent permitted by law, SUBRECIPIENT shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of SUBRECIPIENT, its officers, employees and agents for this Agreement.

16. COMPLIANCE WITH FEDERAL AND STATE FUNDING

SUBRECIPIENT, agrees to the additional terms and conditions related to the compliance with Federal and State funding requirements. These requirements are set forth in Exhibit C which is attached hereto and incorporated by reference.

17. GOVERNING LAW/MISCELLANEOUS.

This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada. If any provision of this Contract shall be held or declared void or illegal for any reason, all other provisions of this Agreement which can be given effect without such illegal provision shall nevertheless remain in full force and effect. The section headings in this Agreement are intended solely for convenience, they are not part of this Agreement and shall not affect its construction.

IN WITNESS WHEREOF, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

COUNTY OF WASHOE

WASHOE COUNTY SCHOOL DISTRICT

By: _____
Purchasing and Contracts Manager

By: _____
Title: _____

Date: _____

Date: _____

Exhibit A
NOTICE OF SUBAWARD



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

Agency Ref. #: 314113-26-001
 Budget Account: 3141
 Category: 9,13 & 21
 GL: 8516
9365825/26
9309025/26
 Job Number: 9365925/26

NOTICE OF SUBAWARD

Program Name: Washoe County Child Welfare DCFS Grants Management Unit DCFSGrants@dcfs.nv.gov		Subrecipient's Name Washoe County Human Services Agency Ryan Gustafson rgustafson@washoecounty.us																			
Address: 4126 Technology Way, 3 rd Floor Carson City, NV 89706-2009		Address: 350 South Center Street Reno, NV 89501-2103																			
Subaward Period: July 1, 2025 through June 30, 2026		Subrecipient's: EIN: <u>88-6000138</u> Vendor #: <u>T40283400A</u> Unique Entity ID: <u>GPR1NY74XPQ5</u>																			
Purpose of Award: Adoption, Foster Care and Guardianship administration and placement costs.																					
Region(s) to be served: <input type="checkbox"/> Statewide <input checked="" type="checkbox"/> Specific county or counties: Washoe																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">1. Personnel</td> <td style="width: 30%;">\$0.00</td> </tr> <tr> <td>2. Travel/Training</td> <td>\$0.00</td> </tr> <tr> <td>3. Operating</td> <td>\$0.00</td> </tr> <tr> <td>4. Equipment</td> <td>\$0.00</td> </tr> <tr> <td>5. Contractual/Consultant</td> <td>\$0.00</td> </tr> <tr> <td>6. Other</td> <td>\$19,979,596.00</td> </tr> <tr> <td>TOTAL DIRECT COSTS</td> <td>\$19,979,596.00</td> </tr> <tr> <td>7. Indirect Costs</td> <td>\$0.00</td> </tr> <tr> <td>TOTAL APPROVED BUDGET</td> <td>\$19,979,596.00</td> </tr> </table>		1. Personnel	\$0.00	2. Travel/Training	\$0.00	3. Operating	\$0.00	4. Equipment	\$0.00	5. Contractual/Consultant	\$0.00	6. Other	\$19,979,596.00	TOTAL DIRECT COSTS	\$19,979,596.00	7. Indirect Costs	\$0.00	TOTAL APPROVED BUDGET	\$19,979,596.00	FEDERAL AWARD COMPUTATION: Total Obligated by this Action: <u>\$ 11,300,928</u> Cumulative Prior Awards this Budget Period: <u>\$ 8,678,668</u> Total Federal Funds Awarded to Date: <u>\$ 19,979,596</u> Match Required <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Amount Required this Action: <u>\$ 5,608,322</u> Amount Required Prior Awards: <u>\$ 4,307,383</u> Total Match Amount Required: <u>\$ 9,915,705</u> Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Federal Budget Period: 10/01/24 through 09/30/2025 Federal Project Period: 10/01/24 through 09/30/2025 10/01/25 through 09/30/2026	
1. Personnel	\$0.00																				
2. Travel/Training	\$0.00																				
3. Operating	\$0.00																				
4. Equipment	\$0.00																				
5. Contractual/Consultant	\$0.00																				
6. Other	\$19,979,596.00																				
TOTAL DIRECT COSTS	\$19,979,596.00																				
7. Indirect Costs	\$0.00																				
TOTAL APPROVED BUDGET	\$19,979,596.00																				
FOR AGENCY USE, ONLY																					
Source of Funds Foster Care Program under Title IV-E of the Social Security Act		% Funds: 56.56	CFDA: 93.658	FAIN: 2501NVFOST/ 2601NVFOST	Federal Grant #: 2501NVFOST/ 2601NVFOST	Federal Grant Award Date by Federal Agency: September 2024 September 2025															
Agency Approved Indirect Rate: 0.00%		Subrecipient Approved Indirect Rate: 0.00%																			
Terms and Conditions: In accepting these grant funds, it is understood that: <ol style="list-style-type: none"> 1. This award is subject to the availability of appropriate funds. 2. Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual. 3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented. 4. Subrecipient must comply with all applicable Federal regulations. 5. Match shall be funded through General Fund pass thru appropriated in WCHSA budget account's biennial budget. 6. WCHSA will request monthly draws based on the next estimating quarter and then submit a quarterly reconciliation. 																					
Incorporated Documents: Section A: Grant Conditions and Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements; Section D: Request for Reimbursement;		Section E: Audit Information Request; Section F: Current/Former State Employee Disclaimer; Section G: DHHS Confidentiality Addendum; and Section H: Matching Funds Agreement.																			
Authorized Subrecipient Official's Name and Title		Signature			Date																
Kelsey McCann-Navarro Administrative Services Officer IV																					
For Marla McDade Williams Administrator, Division of Child & Family Services																					

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD

NOTICE OF SUBAWARD ADDITIONAL FEDERAL FUNDING SHEET

Federal Award Computation				
Total Obligated by this Action:	\$ 8,589,681			
Cumulative Prior Awards this Budget Period:	\$ 11,389,915			
Total Federal Funds Awarded to Date:	\$ 19,979,596			
Match Required <input checked="" type="checkbox"/> Y <input type="checkbox"/> N				
Amount Required this Action:	\$ 4,262,762			
Amount Required Prior Awards:	\$ 5,652,943			
Total Match Amount Required:	\$ 9,915,705			
Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N				
Federal Budget Period: 10/01/24 through 09/30/2025 10/01/25 through 09/30/2026				
Federal Project Period: 10/01/24 through 09/30/2025 10/01/25 through 09/30/2026				
FOR AGENCY USE ONLY				
Source of Funds: Adoption Assistance Program under Title IV-E of the Social Security Act	% Funds: 42.99	CFDA: 93.659	FAIN: 2501NVADPT/ 2601NVADPT	FEDERAL GRANT #: 2501NVADPT/ 2601NVADPT
Federal Grant Award Date by Federal Agency:	September 2024 September 2025			

Federal Award Computation				
Total Obligated by this Action:	\$ 88,987			
Cumulative Prior Awards this Budget Period:	\$ 19,890,609			
Total Federal Funds Awarded to Date:	\$ 19,979,596			
Match Required <input checked="" type="checkbox"/> Y <input type="checkbox"/> N				
Amount Required this Action:	\$ 44,621			
Amount Required Prior Awards:	\$ 9,871,084			
Total Match Amount Required:	\$ 9,915,705			
Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N				
Federal Budget Period: 10/01/24 through 09/30/2025 10/01/25 through 09/30/2026				
Federal Project Period: 10/01/23 through 09/30/2024 10/01/24 through 09/30/2025				
FOR AGENCY USE ONLY				
Source of Funds: Guardianship Assistance Program under Title IV-E of the Social Security Act	% Funds: .45	CFDA: 93.090	FAIN: 2501NVGARD/ 2601NVGARD	FEDERAL GRANT #: 2501NVGARD/ 2601NVGARD
Federal Grant Award Date by Federal Agency:	September 2024 September 2025			

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
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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 (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.
2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.
 - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

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

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any 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 \$1,000,000 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

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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:
 - 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 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.

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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.

15. Data Ownership - The Business Associate acknowledges that Business Associated, or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, store, destroys, or otherwise holds, transmits, uses discloses. The Division of Child and Family Services maintains ownership of all data collected by the Business Associate and can receive access to such data without limitation.
16. Reporting -The subrecipient is also required to submit any or other reporting as defined and requested by DCFS. The subrecipient agrees to participate in reporting all required data and information to the evaluation team as required

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

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: Continue the Child Welfare Integration process and maintain those functions.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>	<u>Objective</u>
1. Provide Child Welfare Services 2. Determine Eligibility & Issue Foster Care Licensing	1a. Provide enhanced and improved services to the current and increasing needs of children in northern Nevada. 1b. Provide coordination of services between the parties to meet the current and increasing needs of children in northern Nevada. 2a. Provide background checks and fingerprinting for prospective Foster Care agencies/homes 2b. License family foster homes, specialized foster homes, independent living foster homes or group foster homes and ensure training of employees who have direct contact with children	06/30/2026 06/30/2026	1. Register of children with surnames redacted 2. Booklet of adoption per NRS 127 3. MOUs 2. Copy of license per NRS 424.030 regulation and all applicable supplemental forms and site Monitoring documentation	1. Provide Child Welfare Services 2. Determine Eligibility & Issue Foster Care Licensing

Goal 2: Using federal reporting systems for the collection and maintenance of information

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>	<u>Objective</u>
1. Use UNITY for reporting 2. Maintain client files	1a. The Unified Nevada Information Technology for Youth is the system from which the federal reporting requirements are generated and is necessary for the collection and maintenance of information regarding child welfare services statewide. 1b. Accurate case recording will be maintained per mandated federal and state reporting. 2. Comply with all requirements regarding the federal Adoption and Foster Care Analysis and Reporting System to ensure that data is accurate and complete.	06/30/2026 06/30/2026	1. UNITY system File checklist with redacted surnames	1. Use UNITY for reporting 2. Maintain client files

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

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
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SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Division of Child and Family Services through Grant Numbers 2501NVADPT/2601NVADPT, 2501NVFOST/2601NVFOST and 2501NVGARD/2601NVGARD from Title IV-E of the Social Security Act. 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 through Grant Numbers 2501NVADPT/2601NVADPT, 2501NVFOST/2601NVFOST and 2501NVGARD/2601NVGARD by Title IV-E of the Social Security Act source.

Subrecipient agrees to adhere to the following budget:

Budget Narrative- SFY25

<u>Total Personnel Costs</u>	Total:	\$	-
<u>Travel/Training</u>	Total:	\$	-
<u>Operating</u>	Total:	\$	-
<u>Equipment</u>	Total:	\$	-
<u>Contractual</u>	Total:	\$	-
<u>Other</u>	Total:	\$	19,979,596.00
All Child Welfare related expenses		\$19,979,596.00	
TOTAL DIRECT CHARGES		\$	19,979,596.00
<u>Indirect</u>	Total:	\$	-
TOTAL BUDGET	Total:	\$	19,979,596.00

- 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 \$19,979,596.00.
- 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.

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Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the 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 Title IV-E claim is due on a quarterly basis, based on the terms of the subaward agreement, no later than the 15th of the month following the end of the quarter.
- WCHSA will request monthly draws based on next estimating quarter and then submit a quarterly reconciliation
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

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SECTION D

Agency Ref. #: 314113-26-001

Budget Account: 3141

GL: 8516

Draw #: _____

Request for Reimbursement

Program Name: Washoe County Child Welfare	Subrecipient's Name Washoe County Human Services Agency
Address: 4126 Technology Way, 3 rd Floor Carson City, NV 89706-2009	Address: 350 South Center Street Reno, NV 89501-2103
Subaward Period: July 1, 2025 – June 30, 2026	Subrecipient's: EIN: 88-6000138 Vendor #: T40283400A

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

(must be accompanied by expenditure report/back-up documentation)
Month(s): _____ Calendar year: _____

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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6. Other	\$19,979,596.00	\$0.00	\$0.00	\$0.00	\$19,979,596.00
7. Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$19,979,596.00	\$0.00	\$0.00	\$0.00	\$19,979,596.00

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
						-
N/A	\$9915,705.00	\$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
FOR DEPARTMENT USE ONLY		
Is program contact required? <u>Yes</u> <u>No</u> Contact Person: _____		
Reason for contact: _____		
Fiscal review/approval date: _____		
Scope of Work review/approval date: _____		

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SECTION E

Audit Information Request

1. Non-Federal entities that expend \$1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).

2. Did your organization expend \$1,000,000 or more in all federal awards during your organization's most recent fiscal year?

YES NO

3. When does your organization's fiscal year end?

4. What is the official name of your organization?

5. How often is your organization audited?

6. When was your last audit performed?

7. What time-period did your last audit cover?

8. Which accounting firm conducted your last audit?

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

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SECTION F

Notification of Utilization of Current or Former State Employee

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward. The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

YES If "YES", list the names of any current or former employees of the State and the services that each person will perform.

NO Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name Services

Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

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

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SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

and

Washeoe 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

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.

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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.

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SECTION H
Matching Funds Agreement

This Matching Funds Agreement is entered into between the Nevada Department of Health and Human Services (referred to as "Department") and Washoe County Human Services Agency (referred to as "Subrecipient").

Program Name	Washoe County Child Welfare	Subrecipient Name	Washoe County Human Services Agency
Federal Grant Number	2501NVADPT/2601NVADPT, 2501NVFOST/2601NVFOST and 2501NVGARD/2601NVGARD	Subaward Number	314113-26-001
Federal Amount	\$19,979,596	Contact Name	Ryan Gustafson
Non-Federal (Match) Amount	\$9,915,705	Address	350 South Center Street Reno, NV 89501-2103
Total Project	\$29,895,301		
Performance Period	July 1, 2025 through June 30, 2026		

Under the terms and conditions of this Agreement, the Subrecipient agrees to complete the Project as described in the Description of Services, Scope of Work and Deliverables. Non-Federal (Match) funding is required to be documented and submitted with the Request for Reimbursement and will be verified during subrecipient monitoring. Non-Federal (Match) funding must be in compliance with CFR 200.306.

§ 200.306 Cost sharing or matching

(b) For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under [subpart E of this part](#);
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

FINANCIAL SUMMARY FOR MATCHING FUNDS

Total Amount Awarded	\$19,979,596
Required Match Percentage	33.16%
Total Required Match	\$9,915,705

Approved Budget Category		Budgeted Match
1	Personnel	\$
2	Travel	\$
3	Operating	\$
4	Contractual/Consultant	\$
6	Training	\$
7	Other	\$ 9,915,705
8	Indirect Costs	\$
	Total	\$ 9,915,705

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

Exhibit B

MEMORANDUM OF UNDERSTANDING BETWEEN

Washoe County Human Services Agency

and

Washoe County School District

Protocol for Serving Youth in Foster Care

To ensure the educational stability of youth in foster care

This Memorandum of Understanding (MOU) is established and entered between Washoe County Human Services Agency (WCHSA) and Washoe County School District (WCSD) and is binding on the staff of both agencies.

Section 1 - Authority:

<u>Federal Law</u>	<u>Nevada Law</u>
<ul style="list-style-type: none">• PL 110-351 Fostering Connections Act• PL 112-278 Uninterrupted Scholars Act (USA)• PL 114-95 Every Youth Succeeds Act (ESSA)	<ul style="list-style-type: none">• NRS Chapters 388 and 388E• NRS Chapter 392• NRS Chapters 432 and 432B• NRS Chapter 424

Section 2 - Purpose:

The purpose of this MOU is to establish a collaborative process between WCHSA and WCSD to ensure that youth in foster care are provided the necessary services to support their ongoing educational stability as required in Federal and State Education and Child Welfare Laws. Nothing in this protocol shall limit any rights under the Individuals with Disabilities Education Act of a youth with a disability.

Section 3 - Definitions:

Foster Care: Based on NAC 432B.017, the term "foster care" means any out-of-home placement of a child. The term includes:

1. The placement of a child into:
 - (a) A family foster home, as that term is defined in NRS 424.013;
 - (b) A group foster home, as that term is defined in NRS 424.015; or
 - (c) Any other similar institution having the appropriate qualifications and facilities to provide the necessary and desirable degree and type of care to the child.
2. The placement of a child with a relative other than the relative who had a legal responsibility for providing a home for the child before the child was placed into the custody of the agency which provides child welfare services.
3. An independent living arrangement approved by the agency which provides child welfare services in accordance with NAC 432B.410, made by the agency which provides child welfare services for a child in the custody of the agency which provides child welfare services pursuant to NRS 127.050 or 432B.550, or for whom the agency which provides child welfare services is responsible pursuant to NRS 432B.360.

School of Origin – In accordance with NRS 388E.045, the public school in which a child was enrolled at the time that the child was placed in foster care or the school in which a child who is in foster care is enrolled at the time of the

most recent change in the placement of the child, to include the school the youth would naturally matriculate to if between grade levels.

Immediate Enrollment – In accordance with subsection 3 of NRS 388E.105, if the agency which provides child welfare services determines that it is in best interests of a child in foster care to attend a public school other than the child's school of origin, the agency which provides child welfare services must provide written notice of its determination to every interested party as soon as practicable and in collaboration with the local education agency, ensure that the child is immediately enrolled in that public school. The public school may not refuse to enroll the child on the basis that the public school does not have a certificate of current immunizations, birth certificate, copy of the child's records from the child's previous school or any other documentation required by a policy adopted by the public school or local education agency.

Best Interest Determination – Pursuant to NRS 388E.105(2), the WCHSA, in consultation with the local education agency and the educational decision maker appointed for the child pursuant to NRS 432B.462, must consider without limitation the following factors when determining whether a youth should remain in their school of origin, attend the school zoned for their foster placement, or another school placement based on their unique educational programming needs. Best Interest Determination factors include:

- a. *The wishes of the child;*
- b. *The educational success, stability, and achievement of the child*
- c. *Any individualized education program or academic plan developed for the child;*
- d. *Whether the child has been identified as an English learner;*
- e. *The health and safety of the child;*
- f. *The availability of necessary services for the child at the child's school of origin;*
- g. *Whether the child has a siblings enrolled in the school of origin; and*
- h. *A plan for the continued education of the child, developed pursuant to NRS 432B.60847, if the child is admitted to a psychiatric hospital or facility which provides residential treatment for mental illness.*

Section 4 - Responsibilities of WCSD

- ✓ Collaborate effectively with the WCSD program coordinator to implement the terms of this MOU.
- ✓ Ensure the inclusion of WCHSA staff in collaborative meetings and planning, when appropriate.
- ✓ Prioritize securing evaluations and educational assessments for foster youth who present adjustment, developmental, or educational issues indicating services for special needs.
- ✓ Uphold ***Immediate Enrollment*** and provide assistance to WCHSA workers in securing records of foster youth as needed. If a birth certificate is not available, a court document is acceptable until the birth certificate can be provided.

Section 5 - Responsibilities of WCHSA

- ✓ Collaborate effectively with the WCHSA program coordinator regarding the terms of this MOU.
- ✓ Ensure staff participation in collaborative meetings and planning, as appropriate.
- ✓ Communicate with school staff regarding placement changes, worker changes and transition needs.
- ✓ Provide schools with documentation as appropriate and requested, including court orders establishing initial custody. Enrollment documentation such as birth certificates and immunization records should be provided to the school as soon as practicable.

Section 6 – Joint Responsibilities of WCSD and WCHSA

Data Sharing

- ✓ Jointly uphold the terms of the WCHSA/WCSD Joint Data Sharing MOU.
- ✓ Collaborate to ensure records are shared as appropriate where appropriate, to include any additional information that will contribute to successful collaboration and the educational and social/emotional

success of foster youth.

- ✓ WCHSA will continue to provide consistent data transfers at a minimum of once per week, to populate the WCSD UNITY Foster Tab in Infinite Campus, in order to inform schools of current foster youth placement and to provide accurate data queries for WCSD to utilize when representing educational outcomes for foster youth.
- ✓ Identified and approved employees of WCHSA will have User Rights for utilizing Infinite Campus as administered by WCSD.

Confidentiality

WCHSA and WCSD acknowledge that WCSD has a legal obligation to maintain the confidentiality and privacy of youth records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act ("FERPA") and all other applicable youth privacy laws. WCHSA is receiving youth information in compliance with the requirements and exceptions outlined in FERPA and acknowledges the duty to comply with said law and regulations. WCHSA agrees to safeguard youth information, including not distributing or marketing personally identifiable youth information to any third party unless required by law, per NRS 432B.290.

Transportation

Foster youth whose removal has caused a move from one attendance zone to another may attend their School of Origin, unless it has been established through the *Best Interest Determination* process, that the foster youth will attend a different school. The WCSD transportation department will utilize all available resources to transport foster youths.

Pursuant to Every Youth Succeeds Act ("ESSA"), Public Law 114-95 and codified into NRS 388E.125, WCHSA will utilize Title IV-E funds (CPDA number 93.658) as available and appropriate for the partial reimbursement of WCSD Transportation Department expenses to maintain foster youths in their out of zone enrollments. Title IV-E funds are available to cover out of zone transportation costs for foster youth who meet Title IV-E eligibility criteria. The federal funds requested will be for 50% of the eligible costs as submitted by WCSD. The offsetting 50% must be "matching" funds in the WCSD budget that are not federal funds or utilized as matching funds for any other funding source.

Due Dates: All WCSD invoices for the cost of, and back up for, out of zone transportation services for foster youth must be received by WCHSA no later than the 15th days of the month following the service month being billed. The amount to be reimbursed quarterly shall be based on actual costs reported monthly by WCSD to WCHSA and corresponding funds received by WCHSA. WCHSA shall be responsible for all administrative costs incurred through the processing of Title IV-E reimbursements to WCSD.

Transportation will be provided for the duration of the youth's time in foster care and through the end of the school year upon case closure if it continues to be in the best interest of the foster youth. A re-evaluation of *Best Interest Determination* to remain in their *School of Origin* may be conducted at the beginning of each new school year, or any other time as deemed necessary.

Nutrition Services

A youth will be directly certified for "Free/Reduced" lunch upon verification that the youth is a foster youth, per USDA guidelines.

Stakeholder Inclusion

Issues related to personal adjustment are the responsibility of all who come into regular contact with the foster youth, including but not limited to the youth's counselor, social worker, and teacher(s). An inclusive team approach will be utilized by WCHSA and WCSD to ensure that the educational, emotional, and behavioral well-being of foster youth are nurtured and supported. The team may include WCSD and WCHSA personnel, the youth's attorney, and a variety of additional potential community partners specific to the youth's individual case.

The team will review the circumstances and the effects on performance in school to address issues that might prove to be barriers to adjustment and school performance.

Legislative Compliance

WCHSA and WCSD agree to collaborate and comply with all current legislation related to the educational stability and well-being of youth in foster care.

Section 7 – MOU Review and Revision

WCHSA and WCSD will agree to review this MOU every two years. During this process, WCHSA and WCSD will review and make agreed upon changes based on program needs and changing educational-related state and federal mandates that impact youth in foster care.

This MOU is agreed upon as written and revised on (Date) _____ by:

Signature

Date

*Ryan Gustafson
Director
Washoe County Human Services Agency*

Signature

Date

*Andrea Sullivan
Director of Procurement and Contracts
Washoe County School District*

Exhibit C
ADDITIONAL TERMS AND CONDITIONS RELATED TO COMPLIANCE WITH FEDERAL AND STATE FUNDING REQUIREMENTS

This project is expected to be supported with Federal funds. The Contractor is responsible for understanding and complying with all applicable requirements and provisions.

From 2 CFR 200 - Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- A. **Termination with Cause for Breach.** A breach may be declared with or without termination. A notice of breach and terminations shall specify the date of termination of the Agreement, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under the Agreement. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
 - If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - If Contractor becomes insolvent, subject to receivership, or becomes in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - If the County materially breaches any material duty under this Agreement and any such breach impairs the Contractor's ability to perform; or
 - It is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or
 - If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Agreement.
- B. **Termination Without Cause.** This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 15 calendar days from the date of service of the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. If this agreement is unilaterally terminated by the County, Contractor shall use its best efforts to minimize the cost to the County and Contractor will not be paid for any cost that Contractor could have avoided.
- C. **Equal Opportunity Employment.** During the performance of this contract, the contractor agrees that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. This includes provisions for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), in which the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. 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 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).
- H. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. Vietnam Veterans. The Contractor agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
- K. Americans with Disabilities Act. The Contractor agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended
- L. Procurement of recovered materials § 200.323. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- M. Domestic Preferences for Procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "produced in United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "Manufactured Products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass; including optical fiber; and lumber.
- N. Access and Retention of Records
 - The Contractor agrees to provide the COUNTY, relevant federal agency or any of their authorized representatives, Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - The Contractor agrees to provide relevant federal agency or any of their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

O. Compliance with Federal Law, Regulations, and Executive Orders. Contractor acknowledges that is Federal financial assistance will be used to fund all or a portion of the contract, the contractor will comply with all applicable Federal law, regulations, executive orders.

P. Prohibition on certain telecommunications and video surveillance services or equipment § 200.216. Prohibited from obligating or expending funds to enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)

Q. Domestic preferences for procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

R. Hatch Act. Neither CONTRACTOR program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

S. Drug-Free Workplace Requirements. Contractor agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. Contractor certifies that it will provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing a drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The grantee's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);
- 4) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- 5) Notifying the agency within ten days after receiving notice under subparagraph (iv) (b) from an employee or otherwise receiving actual notice of such convictions;
- 6) Taking one of the following actions, within 30 days of receiving notice under subparagraph (iv) (b), with respect to any employee who is so convicted:
 - a) Taking appropriate personnel action against such employee, up to and including termination; or

- b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v) and (vi).

- T. Fraud and False or Fraudulent Statements Or Related Acts 31 U.S.C. Chap. 38. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
- U. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders.
- V. Solicitations to Women and Minority Owned Businesses. The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, these steps include:
 - Placing qualified small and minority owned businesses and women's business enterprises on solicitation lists;
 - Assuring that, in the instance that solicitation lists are maintained, qualified small and minority businesses, and women's business enterprises are placed on the list;
 - The Nevada Department of Transportation provides a listserv of Women and Minority owned business and can be utilized at ndot@dbesystem.com;
 - When economically feasible, divide total requirements into smaller tasks or quantities to maximize small and minority businesses, and women's business enterprises participation;
 - Where the requirement permits, when establishing delivery schedules, encourage participation by small and minority businesses, and women's business enterprises;
 - Where available, use services and assistance of organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- W. Build America, Buy America Act. The contractor and its sub-contractors shall comply with the Build America, Buy America provisions set forth in Pub. L. No. 117-58, §§7091-52 for infrastructure projects requiring the use of steel, iron, and manufactured goods produced in the United States, in accordance with the conditions set forth therein. the Contractor self-certifies and acknowledges that iron, steel, and other manufactured products for construction must be made in America and sourcing documentation must be maintained for audit purposes.
- X. Contract Changes or Modifications. Must be agreed upon in writing and signed by both parties.
- Y. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

LOBBYING ASSURANCES

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

DEBARMENT, SUSPENSION, INELIGIBILITY, or VOLUNTARY EXCLUSION

The undersigned contractor or subcontractor certifies, to the best of his/her knowledge and belief, that:

- A. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency or program.
- B. Where either the contractor or subcontractor is unable to certify to any of the above statements, the contractor or subcontractor shall attach an explanation as to why they are unable to submit certification.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

All contractors with awards of \$50,000 or more will be required to be registered with SAM.gov prior to execution of the agreement.

BUILD AMERICA, BUY AMERICA (BABA) ACT

The contractor and its sub-contractors shall comply with the Build America, Buy America provisions set forth in Pub. L. No. 117-58, §§7091-52 for infrastructure projects requiring the use of steel, iron, and manufactured goods produced in the United States, in accordance with the conditions set forth therein.

Absent a federal waiver, all iron, steel, manufactured products, and construction materials permanently incorporated in this infrastructure project must comply with BABA requirements. BABA requirements do not apply to tools, equipment, and supplies brought to a construction site and removed at or before the completion of the project or to equipment and furnishings (such as chairs) used at or within the finished infrastructure project, but which are not an integral part of the structure or otherwise affixed to the project.

Federal agencies are working with the Made In America Office and the Office of Management and Budget for implementation information, as a result, supplemental guidance may be forthcoming.

Requirements:

- D. Contractor is prepared to certify compliance with required provisions and will coordinate to provide all relevant information;
- E. Contractors and Subcontractors must maintain, and make available upon request, documentation that links the product used to the project, and that products delivered and used on site are accompanied by proper documentation to demonstrate compliance with BABA Act;
- F. When submitting for payment the Contractor certifies they have reviewed and documented all products and materials submitted for payment, and certifies documentation is sufficient to demonstrate compliance with BABA requirements.
- G. In the instance that material is unable to be sourced consistent with the BABA Act, contract managers must coordinate with program administrator to advise, and determine next steps (e.g., contact with federal agency, waiver requests etc.).

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official