



## **State of Nevada**

### **Department of Health and Human Services**

#### **Division of Child and Family Services**

#### **Grant Management Unit**

### **Notice of Funding Opportunity (NOFO)**

## **Fund to Assist Former Foster Youth (FAFFY)**

### **State Fiscal Year 2022 Award**

**NOTE:** This document is available online at <http://dcfs.nv.gov/Programs/GMU/GMU/>

# Opportunity Summary

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## Opportunity Summary

The Nevada Independent Living Program is designed to assist and prepare foster and former foster youth in making the transition from foster care to adulthood by providing opportunities to obtain life skills for self-sufficiency and independence. Nevada provides financial assistance to former foster youth through the passage of Assembly Bill 94, also known as the Financial Assistance to Former Foster Youth Program (FAFFY). Each of these programs provides a variety of services and may have special requirements.

The Division of Child and Family Services (DCFS) Grants Management Unit (GMU) seeks applications for programs to be funded for State Fiscal Year (SFY) 2022. This Notice of Funding Opportunity (NOFO) implements a funding process that combines a review of applications with grant allocations for specific program services throughout the geographic areas in Nevada.

**Total Funding Amount: \$1,000,000:** Funds awarded are for programs to begin July 1, 2021 and expire on June 30, 2022. Unused funds from one year will not be automatically carried forward to the next year.

**This is a competitive process. Current subrecipients are not guaranteed funding in SFY 2022 and applicants who receive awards through this NOFO are not guaranteed future funding.**

## Program Requirements

### OVERVIEW

The purpose of the FAFFY program is to:

Assist former foster youth in Nevada ages 18 to 21 in attaining economic self-sufficiency. Youth who are 17.5 years of age and will be leaving foster care at age 18 are also eligible for services to assist with transitioning into adulthood upon leaving foster care. This state funding source is available to all youth who have aged out of Nevada's child welfare system, including recognized Nevada tribal entities.

Agencies that receive funding must address the following requirements:

- Review and assess the needs of each youth based on their Independent Living Plan
- Participate in Child and Family Team meetings
- Meet with each youth at a minimum of once per month. (Youth that remain under Court Jurisdiction require monthly contact and quarterly face-to-face contact)
- Document individual or group contact with each youth
- Input case notes into the child welfare on-line system (UNITY) within 5 days of contact
- Assist youth with credit report related issues
- Monitor the status of youth who complete the National Youth in Transition Database (NYTD) and ensure that the youth complete the survey 21 years of age
- Assist youth with referrals and completion of forms for entitlement programs (Medicaid, ETV, etc.)

**FAFFY Eligible** youth (target population):

- Former Nevada foster youth, ages 18 to 21. "Former foster youth" is defined as, "a person who attained the age of 18 years while in the custody of an agency which provides child welfare services or in foster care provided by an Indian tribe as defined in NRS 383.150 and who has not attained

- the age of 21 years.”
- Youth 17.5 years of age who will be leaving foster care at age 18 are also eligible for services to assist with transitioning into adulthood upon leaving foster care

Funds can be used for the purpose of:

- Job training
- Housing assistance
- Medical Insurance

Funding limitation:

- No less than 90 percent of the money disbursed to an agency or nonprofit community organization must be used for services provided by the agency or nonprofit community organization (NAC 432.120)
- Money disbursed pursuant to NAC 432.120 must be used for the purpose identified by NRS 432.017
- **Referral Process:** Independent Living Program (ILP) youth will be referred to ILP providers through one of the DCFS Rural Region Child Welfare offices. Applicants will be asked to document their plan for ensuring ongoing collaboration and discussion with local child welfare office(s) – e.g. regularly scheduled meetings to discuss client flow or other referral issues.

## APPLICANT ELIGIBILITY

- A. **Eligibility:** Eligible agencies in Clark and Washoe counties must be child-welfare agencies. Nonprofit and community-based organizations are eligible to apply for the **rural region** funding.
- B. **Match/Cost Sharing Requirement:** There is no match requirement for FAFFY funding.
- C. **Collaboration with Child Welfare Agencies:** All applicants must demonstrate how they will ensure ongoing collaboration with their local child welfare agency in all aspects of service provisions. If funded, agencies will be required to collaborate with DCFS and regional designated Child Welfare representatives to develop appropriate outcome measures to be reported monthly.
- D. **Compliance with Reporting Requirements:** Monthly Request for Funds Reimbursement and Financial Reports as well as programmatic reports will be required by the 15<sup>th</sup> of each month for the previous month.
- E. **Confidentiality:** Applicants will be required to maintain the confidentiality of any information that would identify persons receiving services and to conduct background checks on all employees, volunteers and other workforce members that are in direct contact with children or families that are receiving services.
- F. **Comply with DCFS grant requirements:** Agencies must adhere to financial and programmatic guidelines; comply with deadlines; and provide all information to DCFS as requested in a timely fashion.
- G. **Comply with federal rules regulating grants:** Applicants must comply with the applicable provisions of FAFFY Program Guidelines. This includes financial documentation for disbursements; daily time and attendance records specifying time devoted to allowable FAFFY services; client files; portion of the project supplied by other sources of revenue; job descriptions; contracts for services; and other records which facilitate an effective audit.
- H. **Data Universal Number System (DUNS) number, § 200.32:** Subrecipients must obtain a Data Universal Numbering System (DUNS) number as part of eligibility for a subaward. DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to

uniquely identify entities. A non-Federal entity is required to have a DUNS number to apply for, receive and report on a Federal award. A DUNS number may be obtained from D&B at <http://fedgov.dnb.com/webform>.

- I. **Civil Rights Compliance:** All recipients of federal grant funds are required to comply with nondiscrimination requirements contained in various federal laws. In the event that a court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability or age against a recipient of funds after a due process hearing, the recipient must agree to forward a copy of the finding to DCFS' Grant Management Unit.
- J. **Referral Process:** Independent Living Program (ILP) youth will be referred to ILP providers through one of the DCFS Rural Region Child Welfare offices. Applicants will be asked to document their plan for ensuring ongoing collaboration and discussion with local child welfare office(s) – e.g. regularly scheduled meetings to discuss client flow or other referral issues.

## Funding Requirements

The Division anticipates awarding funding statewide.

### **FAFFY Total Funding Amount: \$1,000,000**

Funds are awarded on a state fiscal year (SFY) basis and are dependent upon availability of state funding, compliance with grant requirements and proposed activities outlined in the Scope of Work (SOW). New and current subrecipients are encouraged to propose projects that are innovative and reach populations throughout geographical regions in the State of Nevada. The Division reserves the right to modify or reject applications. Applications must conform to the conditions or guidelines contained in this NOFO. **A successful application is not a guarantee for receiving all or partial funding for the program. DCFS reserves the right to fund or not fund any project based on scoring, available funds, or past grant performance. There is no appeals process.**

Funds will be granted to community-based organizations and local or tribal governments to provide services throughout Nevada and ensure that the FAFFY program funds are available to serve eligible youth

## FUNDING DISTRIBUTION

DCFS has determined that FAFFY funding will be distributed based on population. Applicants should not exceed the award amounts listed in this solicitation and should carefully consider the resources needed to successfully implement the proposed project. DCFS has the discretion to award grants for greater or lesser amounts than requested and to negotiate the scope of work and budget with applicants prior to awarding a grant.

<b>Geographic Region</b>	<b>Funding Allocations</b>	<b>Approximate Total of Awards</b>
<b>Clark County</b>	70% of the funding amount	<b>\$700,000</b>
<b>Washoe County</b>	20% of the funding amount	<b>\$200,000</b>
<b>Balance of the State/Rural Counties</b>	10% of the funding amount	<b>\$100,000</b>
	<b>Total</b>	<b>\$1,000,000</b>

## QUESTIONS AND ANSWERS

Please submit any questions regarding the FAFFY program application process in writing by Friday June 4, 2021. All questions and answers will be posted on the DCFS website at <http://dcfs.nv.gov/Programs/GMU/GMU/> by Tuesday June 8, 2021. To submit your questions please e-mail DCFS Grants at [dcfsgrants@dcfs.nv.gov](mailto:dcfsgrants@dcfs.nv.gov).

# Application Process

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## Award Timeline

Event	Date/Time
Grant opportunity announced	May 20, 2021
Questions and Answers posted to DCFS GM webpage	June 8, 2021
Deadline for submission	June 18, 2021
Announcement of awards	Late June 2021
Performance Period	July 1, 2021 through June 30, 2022

## Application Review

DCFS staff along with application review panel members will review and evaluate each application based upon the GMU Scoring Matrix (See Appendix C). The evaluation of applications received in response to this NOFO will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation. The review process will include a technical review of applicant information, project narrative, program evaluation, cost effectiveness, project sustainability, scope of work, staff qualifications, collaboration and budget narrative. The review panel members will be comprised of individuals with experience and knowledge of grant management or responsibility for program service and financing.

Funding decisions will be based on the following factors:

- Review panel scores;
- Geographic distribution of the proposed grant awards;
- Conflicts or redundancy with other funded programs, or supplanting of existing funding;

## Evaluation Process

Applications received by the published deadline of **5:00 pm Friday, June 18, 2021** will be processed as follows:

### STEP 1: Technical Review

DCFS staff will perform a technical review of each application to ensure that minimum standards are met.

- Applications **may** be disqualified if they are missing fundamental elements (i.e., unanswered questions, required attachments).

### STEP 2: Application Review Panel

- A. Each application that passes the technical review will be evaluated for content and scored by at least two review panel members, see Appendix C: GMU Scoring Matrix.

- B. During the review process, staff will identify strengths and weaknesses and may recommend that if the application is funded:
- Specific revisions are made to the budget or Scope of Work, or
  - Special conditions are placed on the award (e.g., certain fiscal controls, more stringent performance requirements, or more frequent reviews).
- C. The review panel will identify specific line item areas for revision if funding limitations result in a reduction of an overall proposed budget. In the event budget reductions are necessary, an equitable formula based on application ranking and scores will be developed and applied in an impartial manner.
- D. Decisions will be based on GMU and review panel recommendations which will be provided to the Administrator of DCFS or designee for final approval.

### **STEP 3: Final Decisions**

A successful application is not a guarantee that the applicant will receive all or partial funding for the program; or, if initially funded, that the project will receive continued funding in subsequent grant cycles.

Final funding decisions will be made by the DCFS Administrator or designee based on the following factors:

- Review panel scores;
- Geographic distribution of the proposed grant awards;
- Conflicts or redundancy with other funded programs or supplanting of existing funding.

**Funding decisions made by the DCFS Administrator or designee are final. There is no appeals process.**

## **Notification and Award Process**

Successful applicants will be notified of their application status with a Letter of Intent after funding decisions have been made in June 2021.

GMU staff will conduct negotiations with applicants regarding the recommendation for funding to address any specific issues identified by the GMU or the review panel. All related issues must be resolved before a grant will be awarded. These issues may include, but are not limited to:

- Revisions to the project budget.
- Revisions to the Scope of Work; and/or
- Enactment of Special Conditions (e.g., fiscal controls, performance requirements or frequency of reviews).

Upon successful conclusion of negotiations, GMU staff will complete a written grant agreement in the form of a Notice of Subaward (NOSA). The NOSA documents and Grant Instructions and Requirements (GIRs) will be distributed to the subrecipient upon approval of the subaward, see Appendix E: Notice of Subaward.

## Post Award Requirements

### Monthly Request for Reimbursement and Financial Reports

DCFS requires the use of a standardized Excel spreadsheet reimbursement request form that self-populates certain financial information. This form must be used for all reimbursement requests. Monthly reports are required even if no reimbursement is requested for a month. Instructions and technical assistance will be provided upon grant award. The monthly reports are due on the 15<sup>th</sup> of the month for the previous month.

Per Code of Federal Regulations [2 C.F.R. § 200.430](#), charges made to Federal awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization.

- Charges must be supported by a system of internal controls that provides reasonable assurance that the charges are accurate, allowable and properly allocated.
- Documentation for charges must be incorporated into the official records of the organization.
- Support must reasonably reflect the total activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies.
- Where grant recipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives. **\*\* All expenses must be cost allocated based on ACTUAL time worked on the project. Allocations based on budgeted amounts will not be allowed.**
- In cases where two or more grants constitute one identified activity or program, salary charges to one grant may be allowable after written permission is obtained from the awarding agency.
- Examples of items that may support salaries and wages can include timesheets, time and effort reports, or activity reports that have been certified by the employee and approved by a supervisor with firsthand knowledge of the work performed. Payroll records will need to reflect either after the fact distribution of actual activities or certifications of employee's actual work performed.

### Risk Assessment and Subrecipient Monitoring

Successful applicants must participate in risk assessment and subrecipient monitoring. Subrecipient monitoring is intended to provide ongoing technical support to subrecipients and gather information reportable by DCFS to the federal granting agency. To facilitate the review process, materials referred to in the review documents should be gathered prior to the review. The subrecipient's primary contact person and appropriate staff should make themselves available to answer questions and assist the reviewer(s) throughout the process. For non-governmental agencies, at least one board member must also be available during the exit discussion. The subrecipient monitoring reports or action items to be addressed will be sent to the agency within 30 working days following the conclusion of the subrecipient monitoring.

### Quarterly Performance Report

Subrecipients who receive an award must complete performance reports on a quarterly basis and submit them as instructed by DCFS. The quarterly reports will be due by the 15<sup>th</sup> of the month following the end of the reporting quarter, please see the chart below. Successful applicants will report on their progress towards meeting their scope of work commitments and DCFS will provide a data reporting workbook for subrecipients to document their performance measures. Subrecipients will be required to provide source documentation that corresponds to the data reported. The reporting timeframe is below:



Reporting Period	Type of Data Required	Due Date
July 1 – September 30	Program Performance Measures	October 15
October 1 – December 31	Program Performance Measures	January 15
January 1 – March 31	Program Performance Measures	April 15
April 1 – June 30	Program Performance Measures	July 15

### Compliance with Changes to Federal and State Laws

As federal and state laws change and affect either the DCFS GMU process or the requirements of subrecipients, successful applicants will be required to respond to and adhere to all new regulations and requirements.

#### Nevada 2-1-1

All successful applicants will be required to add or update their agency’s profile on Nevada’s 2-1-1 website located at [www.nevada211.org](http://www.nevada211.org) within 60 days after receiving notification of award and provide verification of enrollment. Nevada 2-1-1 is a statewide resource for individuals looking for assistance, services, and programs.

# Application Instructions and Scoring

## Application Instructions and Scoring

- An application packet, which includes this application and the required data sources, is available for download at <http://dcfs.nv.gov/Programs/GMU/GMU/>
- Late and/or incomplete applications will not be scored nor considered for funding.
- The total possible score for the entire application is 165.
- The application narrative should be formatted in Arial 11-point font on single-spaced pages with one-inch margins and should not exceed 15 pages. All pages including attachments must have applicant's name on the bottom of the page.

### Section A – Application Form

Complete the application form. The application form must be signed by the organization's authorized official.

### Section B – Narrative/ Scope of Work (80 points)

The application narrative should be formatted in Arial 11-point font on single-spaced pages with one-inch margins and should not exceed 15 pages. Respond to the questions listed below. See page 17 for a for a template. Complete Appendix B: Descriptions of Services, Scope of Work and Deliverables.

<b><i>Application Narrative (Scope of Work)</i></b>
Describe your <b>organization's goals and objectives</b> to meet the geographic area's needs for the target population. If your agency is currently receiving FAFFY funding, provide an analysis of outcomes achieved during the previous funding cycle. Summarize data collected for program evaluation purposes and provide specific examples of outcome data.
Describe <b>the plan to achieve your goals and objectives</b> . Describe the services you will provide, including the number of youths served with grant funds. Explain how the services offered will result in increased self-sufficiency. Include how, who, where, and when these goals and objectives will be achieved and <u>how they will be measured</u> . Select reasonable outcome measures that can be tracked and used to determine the effectiveness of services. Note: The description must align to Appendix B: Descriptions of Services, Scope of Work and Deliverables.
How will you assess or use tools to <b>determine the individualized needs</b> of youth to evaluate young peoples' stage of development? How do these assessments inform the provision of services?
How will you use <b>objective criteria to determine eligibility</b> for benefits and services for the FAFFY program? How will you ensure fair and equitable treatment of the youth you serve?
Describe how you will <b>demonstrate continued flexibility</b> in your program delivery. How will you engage stakeholders, particularly youth, in system improvement efforts? How will you engage youth within your program and the youth's larger community, school, organizations, peer groups and families in a productive and constructive way? How will your program recognize, utilize, and enhance the strengths of the young people it serves? How will you provide opportunities, foster positive relationships, and furnish the support to youth so that they may develop their leadership skills?

How will you work with youth & young adults to create opportunities to develop <b>positive peer to peer relationships</b> with youth & young adults with lived foster care experience (Alumni network)? How will your program target and tailor effective services, especially in special case circumstances (e.g. pregnant and parenting, LGBTQ+, special immigrant juvenile, youth with a disabling condition)? How will you ensure youth who exit your program have access to a positive, caring adult who will support their transition to adulthood and serve as a 'safety net' as the youth transitions from care?
Describe how your program will <b>promote positive risk-taking</b> and shape the behaviors and habits that can support a youth's successful transition to adulthood? How will you involve youth & young adults in all aspect of case planning so they may develop forethought and plan before acting? How will you encourage normative development by giving youth increased opportunities to participate in leadership, volunteer and community activities that challenge them to be a member of their larger community?
How will you provide <b>public information</b> for youth and supportive adults that clearly outlines the services and supports available and how to apply for them?
Demonstrate how you will ensure ongoing <b>collaboration with the child welfare agency and the juvenile justice system</b> in your service area. Describe how the requirements for monthly and quarterly face-to-face contact for youth under court jurisdiction will be met.
Describe your method or system(s) to <b>track client interactions and collecting service data</b> .
Describe how you will ensure youth in your program have <b>access to Nevada's ETV program</b> ?
Describe how the program will collect and <b>evaluate youth satisfaction</b> . Include any surveys, anonymous evaluation forms, and outside evaluation processes currently in use.

### Section C – Budget (20 points)

Use Arial 11-point font on single-spaced pages with one-inch margins. See Appendix A: Budget Narrative Instructions and Template.

<b>Field Name</b>	<b>Scoring Points</b>	<b>Instructions</b>
<b>Proposed Project Budget</b>	5	Use the provided table and designate a whole dollar amount for the seven budget categories; or use a zero (0) to indicate that no funds are being requested. Add these numbers to get the sum of the total amount of funding requested for a one-year project period.
<b>Budget Narrative</b>	15	Include a detailed description of the project budget for the grant funding requested. The budget should be an accurate representation of the funds <u>necessary</u> to carry out the proposed Scope of Work and achieve the projected outcomes. The Budget Narrative should align with the Narrative's Goals, Objectives and Outcomes to be achieved.
<b>Total for Budget</b>	20	

### Section D – Agency Self-Assessment (10 points)

- Complete the self-assessment questionnaire for your organization.

## Section E – Past Performance with DCFS Grant Management Unit (55 points)

- Submit 2019 or 2020 single audit or financial report. Do not attach GMU’s subrecipient monitoring forms.
- New applicants will only receive a score for the Single Audit or Financial Opinion

Past Performance Criteria	Scoring Points
Single Audit or Financial Opinion	25
Timeliness and Accuracy of Request for Funds	10
Timeliness and Accuracy of Performance Reports	10
Subrecipient Monitoring Findings	10
<b>Total</b>	<b>55</b>

## Overview of Assurances and Certifications

By signing the Application Form of the Division of Child and Family Services, the applicant certifies:

1. The project described in this application meets all the FAFY program requirements.
2. All information contained in the application is current and correct;
3. The applicant will gain an understanding and comply with all provisions of the governing legislation and all other applicable federal and state laws, current or future rules, and regulations; and
4. The applicant further understands and agrees that any award received as a result of this application is subject to the grant conditions set forth in the Notice of Subaward, see Appendix E.

## Submission Instructions

- **The grant application deadline is 5:00 pm on Friday, June 18, 2021.**
- Signed application must be submitted online by emailing all required documents and attachments in a single email to [dcfsgrants@dcfs.nv.gov](mailto:dcfsgrants@dcfs.nv.gov) In the subject line of the email place the NOFO title, FAFY Program NOFO Response from [name of applicant].”
  - If a single email is too large to be accepted for transmittal or delivery by an email system used in the transmittal, more than one email may be sent by indicating in the email subject line that the application has been emailed in parts (e.g., “Part 1 of 3”).
- Once the application is submitted, no corrections or adjustments may be made prior to the negotiation period.

# Application Checklist

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Print and sign the completed application. Complete this checklist prior to scanning/submitting.

## Section A: Application Form

- All boxes checked to indicate accurate responses
- All fields completed according to instructions
- Application and Certification signed by organization's authorized official

## Section B: Narrative

- Goals and Objectives include projected number of services to be provided and/or clients to be served
- Appendix B: Description of Services, Scope of Work and Deliverables is completed
- Page limits are not exceeded; Arial 11-point font and one-inch margins are retained

## Section C: Budget

- Proposed Project Budget completed for each line item
- Budget Narrative (must match the proposed budget) completed

## Section D: Agency Self-Assessment

- Completed Agency Self-Assessment

## Section E: Past Performance with DCFS Grant Management Unit

- 2019 or 2020 Single Audit or Financial Opinion attached

## Application Submission

- Include résumés and copies of licenses of key personnel.
- A PDF emailed to [DCFSGRANTS@DCFS.NV.GOV](mailto:DCFSGRANTS@DCFS.NV.GOV) with all required documentation no later than June 18, 2021 by 5:00 pm.

# FAFFY Application Form: Section A

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Please complete each item. Add extra rows if more space is needed to provide complete responses.

## A. Applicant Organization

Name	
Mailing Address	
Physical Address	
City & State	Zip (9-digit)
Federal Tax ID #	
DUNS #	

**B. Organization Type**     Government Agency     501(c)(3) Nonprofit

**C. Geographic Area of Services Delivery.** Check applicable boxes and provide a brief narrative of the service area

<input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Region <input type="checkbox"/> Statewide	
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Indicate projected number of youth or young adults to be served:

Youth: \_\_\_\_\_      Young Adults: \_\_\_\_\_

## E. Program Point of Contact

Name	
Title	
Phone	
Email	

**F. Fiscal Officer**

Name & Title	
Phone & Email	

**G. Subcontracts**

Does your organization subcontract its services? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, complete information below.
Subcontractor
Mailing Address
Physical Address
City <span style="float: right;">Zip (9-digit)</span>
Federal Tax ID #    (xx-xxxxxxx)

**H. Key Personnel**

Name	Title	Resume included?
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

**I. Current Funding List.** List all revenue for the agency/organization.

Funding Source	Pending/Secured	Time Period	Amount (\$)

**J. Funding Request.** List funding requested for the one-year award period.

Funding	SFY21 Award	SFY22 Request	Difference
FAFFY Program			

**K. Certification by Authorized Official**

<p>As the authorized official for the applying agency, I certify that the proposed project and activities described in this application meet all requirements of FAFFY legislation governing the grant as indicated by DCFS and the certifications included in the application packet; that all the information contained in the application is correct; that the appropriate coordination with affected agencies and organizations, including subcontractors, took place; and that this agency agrees to comply with all provisions of the applicable grant program and all other applicable federal and state laws, current or future rules, and regulations. I understand and agree that any award received as a result of this application is subject to the conditions set forth in the Notice of Subaward and accompanying documents.</p>	
<p>Name (type/print)</p> <p>_____</p>	<p>Phone</p> <p>_____</p>
<p>Title</p> <p>_____</p>	<p>Email</p> <p>_____</p>
<p>Signature</p> <p>_____</p>	<p>Date</p> <p>_____</p>



# Application Narrative: Section B

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## Application Narrative (80 points)

The complete questions are listed on pages 10 and 11 of the NOFO. Begin typing below each question header.

- Organization's goals and objectives
- Plan to achieve your goals and objectives
- Determine individualized needs
- Objective criteria to determine eligibility
- Demonstrate continued flexibility
- Positive peer to peer relationships
- Promote positive risk-taking
- Public Information
- Collaboration with the child welfare agency and the juvenile justice system
- Track client interactions and collecting service data
- Assess to Nevada's ETV program
- Evaluate youth satisfaction

# Budget: Section C

## Budget (20 points)

### 1. Proposed Project Budget

Category	Amount Requested (\$)
Personnel	
Travel/Training	
Operating	
Equipment	
Contractual/Consultant	
Other	
Indirect	
<b>Total Funding Requested (\$)</b>	

**2. Budget Narrative** For each budget category, provide a budget justification. See Appendix A for instructions on how to complete the budget narrative.

<b>Applicant Name:</b>									
<b>BUDGET NARRATIVE-SFYXX</b>									
<b>Total Personnel Costs</b>					including fringe	<b>Total:</b>	\$	-	
<b>List staff, positions, percent of time to be spent on the project, rate of pay, fringe rate, and total cost to this grant.</b>									
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>		<u>Amount Requested</u>			
<u>Name of Employee (if known, otherwise state new position).</u>						\$0			
<u>Title of position &amp; Position Control Number</u>									
*Insert details to describe position duties as it relates to the funding (specific program objectives)									
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>Time</u>	<u>Months</u>		<u>Amount Requested</u>			
<u>Name of Employee (if known, otherwise state new position).</u>						\$0			
<u>Title of position &amp; Position Control Number</u>									
*Insert details to describe position duties as it relates to the funding (specific program objectives)									
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>Time</u>	<u>Months</u>		<u>Amount Requested</u>			
<u>Name of Employee (if known, otherwise state new position).</u>						\$0			
<u>Title of position &amp; Position Control Number</u>									
*Insert details to describe position duties as it relates to the funding (specific program objectives)									
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>Time</u>	<u>Months</u>		<u>Amount Requested</u>			
<u>Name of Employee (if known, otherwise state new position).</u>						\$0			
<u>Title of position &amp; Position Control Number</u>									
*Insert details to describe position duties as it relates to the funding (specific program objectives)									
*Insert new row for each position funded or delete this row.									
<b>Total Fringe Cost</b>					\$	-	<b>Total:</b>	\$	-

## APPENDIX A: BUDGET NARRATIVE INSTRUCTIONS

### Budget Narrative Instructions

All applications must include a detailed project budget for the funding cycle. The budget needs to accurately represent the funds necessary to carry out the proposed Scope of Work and achieve the projected outcomes for SFY22.

*Note: If the proposed project does not receive the full amount requested, the GMU will work with the applicant to modify the budget, the Scope of Work and the projected outcomes.*

Applicants **must** use the budget template form (Excel file) provided for downloading in the Budget Section of the online application and use the budget definitions provided in the “Categorized Budgets” section below to complete the narrative budget (spreadsheet tab labeled Budget Narrative). Complete a detailed budget for each service category budget tab. This spreadsheet contains formulas to automatically calculate totals and links to the budget summary spreadsheet (tab labeled Budget Summary) to automatically complete budget totals in Column B. **Do not override formulas.**

For all budget categories, provide total amount requested, item details, and line item justification.

### Personnel:

Charges made to Federal awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. See [2 C.F.R. § 200.430](#).

Identify employees who provide direct services. The following criterion is useful in distinguishing employees from contract staff.

CONTRACTOR	EMPLOYEE
Delivers product	The applicant organization is responsible for product
Furnishes tools and/or equipment	The applicant organization furnishes workspace & tools
Determines means and methods	The applicant organization determines means and methods

In the narrative section, list each position and employee name, if known. Provide a breakdown of the wages or salary and the fringe benefit rate (e.g., health insurance, FICA, worker’s compensation). For example:

Program Director:  $(\$28/\text{hour} \times 2,080/\text{year} + 22\% \text{ fringe}) \times 25\% \text{ of time} = \$17,763$

Intake Specialist:  $(\$20/\text{hour} \times 40 \text{ hours/week} + 15\% \text{ fringe}) \times 52 \text{ weeks} = \$47,840$

Only those staff whose time can be traced directly back to the grant project should be included in this budget category, includes those who spend only part of their time on grant activities. Administrative/Executive Staff salaries that are not readily assignable to a project are not allowed.

**Travel/Training:** Travel costs must provide direct benefit to this project. Identify staff that will travel, the purpose, frequency, and projected costs. U.S. General Services Administration (GSA) rates for per Diem and lodging, and the state rate for mileage (currently \$.58), should be used **unless** the organization's policies specify lower rates for these expenses. Local travel (i.e., within the program's service area) should be listed separately from out-of-area travel. Out-of-state travel and nonstandard fares/rates require special justification. GSA rates can be found online at <https://www.gsa.gov/portal/category/26429>.

Identify and justify any training costs specifically associated with the project, including type of training, location, # of staff attending, benefit to subrecipient and Scope of Work implementation of the a subaward.

**Operating:** For agencies with multiple funding sources, costs must be consistently allocated as described in the organization's cost allocation plan.

*Occupancy:* Detail costs associated with maintaining a facility including rent, utilities, basic maintenance, etc. Mortgage, construction, remodeling, and repairs to current structures are not allowed.

*Communications:* List the costs of telephones, fax, postage, etc.

*Supplies:* Describe the cost of all consumable items needed for the project such as office supplies, client supplies, etc. Generally, supplies do not need to be priced individually, but a list of typical program supplies is necessary.

*Other operating costs:* This could include insurance, dues, subscriptions, program costs, and costs not covered in the other categories. Only consumer/service delivery activities are reimbursable.

### **Equipment:**

List and justify equipment to be purchased with for this grant project (all non-consumable items). Equipment under \$5,000 should be included under Operating Costs, Supplies. All equipment costing \$5,000 and over must be listed separately and itemized. List any computer hardware to be purchased regardless of the cost. Equipment purchased for this project must be labeled, inventoried, and tracked and remains the property of the Division of Child and Family Services (DCFS). Equipment that does not directly facilitate the purpose of the project, as an integral component, is not allowed.

### **Contractual/Consultant Services:**

Identify project workers who are not employees of the applicant organization. Any costs associated with these workers, such as travel or per diem, should also be identified in this budget category. Explain the need and/or purpose for the contractual/consultant service and justify these costs. Describe each consultant's scope of work, list rate, hours, and cost. DCFS approval is required prior to the use of subcontractors. Written sub-agreements must be maintained and the applicant

is responsible for administering sub-agreements in accordance with all requirements identified for grants administered under the FAFFY Program. A copy of written agreements must be provided to GMU.

### **Other Expenses:**

This category includes any relevant expenditure associated with the project not covered by the above. Wraparound funds are allowable for such items as rental assistance, transportation, utilities, children's clothing, etc. Programs requesting these funds must adhere to the following requirements: 1) Maximum per family per year = \$2,000; 2) Subgrantees must document that there was an attempt to access all other possible resources prior to use of wraparound funds; 3) Detailed documentation of where these funds were used is required.

### **Indirect Costs:**

Indirect costs may be included in the budget and represent the expenses of doing business that are not readily identified with or allocable to a specific grant, contract, project function or activity, but are necessary for the general operation of the organization and the conduct of activities it performs. Indirect costs include but are not limited to depreciation and use allowances, facility operation and maintenance, memberships, and general administrative expenses such as management/administration, accounting, payroll, legal and data processing expenses that cannot be traced directly back to the grant project.

Subrecipients without a negotiated indirect rate with their cognizant federal agency may use a 10% *de minimis* rate of "modified total direct costs" (MTDC). The *de minimis* rate is only an option for subrecipients that have **never** received an approved federally negotiated indirect cost rate. The MTDC base includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. [2 C.F.R. § 200.68](#)

When the *de minimis* rate is used, costs must be consistently charged as either indirect or direct costs. Double charging is not permitted. Transferring funds into or out of the indirect cost category is not allowable without prior approval and a budget modification is required.

Subrecipients that have a current federally approved indirect cost rate with their federal cognizant agency for indirect costs may include the negotiated percentage rate in their budgets. A copy of the negotiated indirect agreement must be attached to the application.

Organizations planning to use the *de minimis* MTDC indirect rate can identify indirect costs in the narrative section, but do not need to enter any dollar values. The form contains a formula that will automatically calculate the indirect expense at 10% of the MTDC.

## Budget Summary Form 2

After completing Budget Narrative Form 1, turn to Budget Summary Form 2. Column B of Form 2 (“DCFS”) should automatically update with the category totals from Budget Narrative Form 1. Column B should reflect only the amount requested in this application.

Complete Columns C through G of the form for all other funding sources that are either secured or pending for this project (not for the organization as a whole). Use a separate column for each separate source, including in-kind, volunteer, or cash donations. Replace the words “Other Funding” in the cell(s) in Row 6 with the name of the funding source. Enter either “Secured” or “Pending” in the cell(s) in Row 7. If the funding is pending, note the estimated date of the funding decision in Section B below the table, along with any other explanation deemed important to include.

Enter the “Total Agency Budget” in Cell I-26 labeled for this purpose. **This should include all funding available to the agency for all projects including the proposed project.** Cell I-27 directly below, labeled “Percent of Total Budget,” will automatically calculate the percentage that the funding requested from the DCFS for the proposed project will represent.

## Budget Summary Form 3

After completing Budget Narrative Forms 1 and 2, turn to Budget Summary Form 3 to provide Match Information. Identify and justify match of 25% for the subaward project. All funds designated as match are restricted to the same uses as the subaward funds and must be expended within the grant period.

## APPENDIX B: DESCRIPTION OF SERVICES, SCOPE OF WORK AND DELIVERABLES

### Description of Services, Scope of Work and Deliverables

\*In some instances, it may be helpful / useful to provide a brief summary of the project or its intent. This is at the discretion of the author of the subaward. This section should be written in complete sentences.

Subrecipient's name, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

#### Scope of Work for Subrecipient

**Goal 1:** Describe the primary goal the program wishes to accomplish with this subaward.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>	<u>How will this Goal be measured (quantitative)</u>
1.	1.	XX/XX/XX	1.	1.
2. Add more lines if necessary	2.	XX/XX/XX	2.	2.

**Goal 2:** Describe the most important secondary goal the program wishes to accomplish with this subaward.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>	<u>How will this Goal be measured (quantitative)</u>
1.	1.	XX/XX/XX	1.	1. 2

\*Note to preparer: Add lines to the table as applicable to accomplish all that goals of the subaward. Line up activities, due dates and documentation as best as possible for easier analysis.

## APPENDIX C: GMU SCORING MATRIX

Accepted applications will be evaluated based on the following criteria:

- A. All parts of each section are included and addressed.
- B. Descriptions and detail are clear, organized and understandable.
- C. Descriptions are responsive to the intent of the NOFO objectives.
- D. Overall ability of the applicant, as determined by the evaluation committee, to successfully provide services in accordance with the FAFFY guidelines.
- E. Applications with an average score lower than 60 may be excluded from further consideration.

Points will be assigned for each item listed as follows:

**80% - 100% of Maximum Points:** Applicant's proposal or capability is superior and exceeds expectations for this criterion.

**60% - 79% of Maximum Points:** Applicant's proposal or capability is satisfactory and meets expectations for this criterion.

**40% - 59% of Maximum Points:** Applicant's proposal or capability is unsatisfactory and contains numerous deficiencies.

**0 – 39% of Maximum Points:** Applicant's proposal or capability is not acceptable or applicable for the FAFFY grant project.

The maximum points to be awarded for each proposal section are as follows:

Proposal Component	Potential Maximum Score
A. Application	No score
B. Project Narrative	80
C. Budget	20
D. Agency Self-Assessment	10
E. Past Compliance	55
Total	<b>165</b>



## APPENDIX D: AGENCY SELF-ASSESSMENT

### DEPARTMENT OF HEALTH & HUMAN SERVICES ANNUAL SUBRECIPIENT QUESTIONNAIRE

This questionnaire is used for monitoring fiscal and program compliance requirements as well as determining risk of our subrecipients. Please complete and return within the next 5 business days.

Section A: GENERAL INFORMATION		
Organization Name		
Fiscal Point of Contact		
Name:	Title:	
Address:		
Phone:	Email:	Fax:
Program Point of Contact		
Name:	Title:	
Address:		
Phone:	Email:	Fax:
Organization Info		
DUNS #:	EIN #:	URL:
State Vendor #:	# of Employees:	
Registered with SAM.gov? <input type="checkbox"/> YES <input type="checkbox"/> NO Expiration Date: _____		
Is your organization or its principles presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions by any federal department or agency? <input type="checkbox"/> YES <input type="checkbox"/> NO (If yes, please skip the rest of questionnaire, sign and return)		
1. Type of Organization (check all that apply):		
<input type="checkbox"/> University <input type="checkbox"/> Foundation <input type="checkbox"/> Private, Non-Profit <input type="checkbox"/> Private, For-Profit <input type="checkbox"/> Government Entity – City <input type="checkbox"/> Government Entity – District <input type="checkbox"/> Government Entity – County <input type="checkbox"/> Government Entity – State <input type="checkbox"/> Other: _____		
2. Organizational Fiscal Year (Month and Year):		
3. Name of Cognizant Federal Agency (if applicable):		Approved Indirect Rate:
4. Approximate total organization-wide annual operating budget:		
	Previous Fiscal Year	Current Fiscal Year
Federal Funds	\$ _____	\$ _____
Non-Federal Funds	\$ _____	\$ _____

5. Did your organization expend more than \$750,000 annually in Federal funds combined? <input type="checkbox"/> YES <input type="checkbox"/> NO
6. Has your organization annual financial statements been audited by an independent audit firm? <input type="checkbox"/> YES <input type="checkbox"/> NO
7. Has your organization received funds for activities which are like, or the same as the currently proposed subaward? <input type="checkbox"/> YES <input type="checkbox"/> NO
8. Has your organization managed federal or state funds in the last 5 years? <input type="checkbox"/> YES <input type="checkbox"/> NO
9. Organization Director has been in place for:
<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-2 years <input type="checkbox"/> 3-5 years <input type="checkbox"/> 5+ years
10. Fiscal key personnel have been in place for:
<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-2 years <input type="checkbox"/> 3-5 years <input type="checkbox"/> 5+ years
11. Program key personnel have been in place for:
<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-2 years <input type="checkbox"/> 3-5 years <input type="checkbox"/> 5+ years
12. Certify that checked policies and procedures exist within your organization:
<input type="checkbox"/> Personnel (including Time and Attendance, Pay Rate & Benefits, Time and Effort, Discipline and Conflict of Interest)
<input type="checkbox"/> Travel <input type="checkbox"/> Financial Management (including Purchasing, Receivables, and Payables) <input type="checkbox"/> Internal Controls
<input type="checkbox"/> Equipment & Inventory <input type="checkbox"/> All National Policy Regulations (i.e., Civil Rights, Disability etc.)
<b>Section B: BUDGET FORMATION &amp; ADMINISTRATION</b>
1. Does the organization have an operating budget for each of its grants? (UG §200.302) <input type="checkbox"/> YES <input type="checkbox"/> NO
2. Who are the people responsible for developing and reviewing the budget(s) for your organization?
Names and titles:
3. Does the organization have fiscal controls that result in (UG §200.303):
a. Control of expenditures within the approved operating budget? <input type="checkbox"/> YES <input type="checkbox"/> NO
b. Management review and approval prior to issuing budget amendments or incurring obligations or expenditures that deviate from the operating budget? <input type="checkbox"/> YES <input type="checkbox"/> NO
4. Is there timely, periodic financial reporting to management that permits (UG §200.308):
a. Comparison of actual expenditures with the budget for the same period? <input type="checkbox"/> YES <input type="checkbox"/> NO
b. Comparison of revenue estimates with actual revenue (including program income, if applicable) for the same period? <input type="checkbox"/> YES <input type="checkbox"/> NO
5. Is the responsibility for maintain budget control established at all appropriate levels? <input type="checkbox"/> YES <input type="checkbox"/> NO
6. What steps are taken if projected revenues were insufficient to cover actual expenditures?
Describe:
<b>Section C: INTERNAL CONTROLS</b>
1. Describe your organization-wide segregation of responsibilities in context of checks and balances and advise where they reside within your policies or procedures regarding segregation of responsibilities:
2. Are specific officials designated to approve payrolls and financial transactions at various dollar levels? <input type="checkbox"/> YES <input type="checkbox"/> NO
3. Do the procedures for cash receipts and disbursements include the following safeguards?
a. Receipts are promptly logged, restrictively endorsed and deposited in an insured bank account. <input type="checkbox"/> YES <input type="checkbox"/> NO
b. Bank statements are promptly reconciled to the accounting records and are reconciled by someone other than the individuals handling cash, disbursements and maintaining accounting records. <input type="checkbox"/> YES <input type="checkbox"/> NO

c. All disbursements (except petty cash and electronic disbursements) are made with pre-numbered checks. <input type="checkbox"/> YES <input type="checkbox"/> NO	
d. Supporting documents (e.g., purchase orders, invoices, etc.) accompany the checks submitted for signature, and are marked paid or otherwise prominently noted after payments are made. <input type="checkbox"/> YES <input type="checkbox"/> NO	
e. Checks drawn to “cash” and advance signing of checks are prohibited. <input type="checkbox"/> YES <input type="checkbox"/> NO	
f. Multiple signatures are required on checks. <input type="checkbox"/> YES <input type="checkbox"/> NO	
4. Are individuals of trust required to take leave and delegate their duties to others while on leave? <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>Section D: ACCOUNTING</b>	
1. Does the organization have written accounting policies and procedures to assure uniform practice in the following areas?	
a. Procurement	<input type="checkbox"/> YES <input type="checkbox"/> NO
b. Contract Administration	<input type="checkbox"/> YES <input type="checkbox"/> NO
c. Payroll	<input type="checkbox"/> YES <input type="checkbox"/> NO
d. Records to justify costs of salaries and wages	<input type="checkbox"/> YES <input type="checkbox"/> NO
e. Inventory	<input type="checkbox"/> YES <input type="checkbox"/> NO
f. Vendor payments	<input type="checkbox"/> YES <input type="checkbox"/> NO
g. Federal draws	<input type="checkbox"/> YES <input type="checkbox"/> NO
h. Grants budgeting and accounting	<input type="checkbox"/> YES <input type="checkbox"/> NO
i. Cash management	<input type="checkbox"/> YES <input type="checkbox"/> NO
j. Audit resolution	<input type="checkbox"/> YES <input type="checkbox"/> NO
k. Cash receipts	<input type="checkbox"/> YES <input type="checkbox"/> NO
l. Disbursements	<input type="checkbox"/> YES <input type="checkbox"/> NO
m. Records retention	<input type="checkbox"/> YES <input type="checkbox"/> NO
2. Does the organization use the same policies and procedures for accounting for, and expending federal funds as it does for its organization funds? <input type="checkbox"/> YES <input type="checkbox"/> NO	
3. Are all appropriate accounting staff trained on current federal policies, procedures and instructions on accounting for, and expending, federal funds? <input type="checkbox"/> YES <input type="checkbox"/> NO	
4. What accounting system does your organization use (e.g. QuickBooks, Peachtree, Socrates Media or custom)? Describe:  How long has it been in use?	
5. Which accounting basis is used by your organization? <input type="checkbox"/> Cash basis <input type="checkbox"/> Accrual basis <input type="checkbox"/> Modified Accrual	
6. Are grant funds accounting for separately in your financial management system? <input type="checkbox"/> YES <input type="checkbox"/> NO Describe.	
7. Does your organization use a chart of accounts and accounting manual? <input type="checkbox"/> YES <input type="checkbox"/> NO	
8. For each grant, does the accounting system provide the following information?	
a. Authorizations	<input type="checkbox"/> YES <input type="checkbox"/> NO
b. Obligations	<input type="checkbox"/> YES <input type="checkbox"/> NO
c. Funds received	<input type="checkbox"/> YES <input type="checkbox"/> NO
d. Program income	<input type="checkbox"/> YES <input type="checkbox"/> NO
e. Subawards	<input type="checkbox"/> YES <input type="checkbox"/> NO
f. Outlays	<input type="checkbox"/> YES <input type="checkbox"/> NO
g. Unobligated balances	<input type="checkbox"/> YES <input type="checkbox"/> NO
9. Are obligations records by:	
a. Funding source	<input type="checkbox"/> YES <input type="checkbox"/> NO
b. Object codes	<input type="checkbox"/> YES <input type="checkbox"/> NO

10. Are accounting records supported by source documentation (e.g. canceled checks, paid bills, payrolls, contract and subaward documents, etc.) <input type="checkbox"/> YES <input type="checkbox"/> NO	
11. Are purchasing and payment functions separate? <input type="checkbox"/> YES <input type="checkbox"/> NO	
12. Do accounting staff review the following items prior to entry into the system:	
a. Authorizations	<input type="checkbox"/> YES <input type="checkbox"/> NO
b. Purchase Orders	<input type="checkbox"/> YES <input type="checkbox"/> NO
c. Payments	<input type="checkbox"/> YES <input type="checkbox"/> NO
13. Are there controls to preclude:	
a. Over-obligation	<input type="checkbox"/> YES <input type="checkbox"/> NO
b. Under- or overstatement of unliquidated obligations	<input type="checkbox"/> YES <input type="checkbox"/> NO
c. Duplicate payments	<input type="checkbox"/> YES <input type="checkbox"/> NO
d. Inappropriate charges to grants	<input type="checkbox"/> YES <input type="checkbox"/> NO
14. Does the organization have effective control over, and accountability for, all funds, property and other assets? The organization must adequately safeguard all assets and assure they are used solely for authorized purposes (UG §200.302) <input type="checkbox"/> YES <input type="checkbox"/> NO	
15. Does the organization reconcile bank statements (at least) monthly? <input type="checkbox"/> YES <input type="checkbox"/> NO	
16. Are vouchers or supporting documents identified by grant, number, date and expense classifications? <input type="checkbox"/> YES <input type="checkbox"/> NO	
17. Are checks submitted for signature accompanied by supporting documents? <input type="checkbox"/> YES <input type="checkbox"/> NO	
18. Are invoices and vouchers approved in advance by authorized officials, prior to payment? <input type="checkbox"/> YES <input type="checkbox"/> NO	
19. For credit cards:	
a. Does the bank provide the subrecipient with a list of credit-card users?	<input type="checkbox"/> YES <input type="checkbox"/> NO
b. Are the balances of credit cards capped?	<input type="checkbox"/> YES <input type="checkbox"/> NO
c. Are credit card purchases used for business purposes only?	<input type="checkbox"/> YES <input type="checkbox"/> NO

<b>Organization Authorized Representative</b>	
By signing below, the authorized representative certifies, all information submitted on this form is accurate and complete.	
<hr/>	
(Signature)	(Date)
<hr/>	
(Printed Name & Title)	

<b>For DHHS Use Only</b>	
Risk Level Determination	<input type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High

## APPENDIX E: NOTICE OF SUBAWARD (NOSA)

### NOTICE OF SUBAWARD

<b>Program Name:</b> Fund to Assist Former Foster Youth (FAFFY) DCFS Grants Management Unit DCFSGrants@state.nv.us		<b>Subrecipient's Name:</b> _____			
<b>Address:</b> 4126 Technology Way, 3 <sup>rd</sup> Floor Carson City, NV 89706-2009		<b>Address:</b> _____			
<b>Subaward Period:</b> July 1, 2020 through June 30, 2021		<b>Subrecipient's:</b> EIN: _____ Vendor #: _____ Dun & Bradstreet: _____			
<b>Purpose of Award:</b> Promote self-sufficiency by assisting youth with life skills.					
<b>Region(s) to be served:</b> <input type="checkbox"/> Statewide <input checked="" type="checkbox"/> Specific county or counties:					
<b>Approved Budget Categories:</b>			<b>FEDERAL AWARD COMPUTATION:</b>		
1. Personnel	\$0.00	Total Obligated by this Action:		\$	
2. Travel/Training	\$0.00	Cumulative Prior Awards this Budget Period:		\$	
3. Operating	\$0.00	Total Federal Funds Awarded to Date:		\$	
4. Equipment	\$0.00	Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N			
5. Contractual/Consultant	\$0.00	Amount Required this Action:		\$	
6. Other	\$0.00	Amount Required Prior Awards:		\$	
<b>TOTAL DIRECT COSTS</b>	<b>\$0.00</b>	Total Match Amount Required:		\$	
7. Indirect Costs	\$0.00	Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N			
<b>TOTAL APPROVED BUDGET</b>	<b>\$0.00</b>	<b>Federal Budget Period:</b>		N/A	
		<b>Federal Project Period:</b>		N/A	
<b>FOR AGENCY USE, ONLY</b>					
<b>Source of Funds Account to Assist Persons Formerly in Foster Care</b>		<b>% Funds:</b>	<b>CFDA:</b>	<b>FAIN:</b>	<b>Federal Grant #:</b>
		100	N/A	N/A	N/A
<b>Agency Approved Indirect Rate:</b> 0.00%			<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>1. This award is subject to the availability of appropriate funds.</li> <li>2. Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.</li> <li>3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.</li> <li>4. Subrecipient must comply with all applicable Federal regulations.</li> <li>5. Quarterly progress reports are due by the 15<sup>th</sup> of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.</li> <li>6. 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/Formal State Employee Disclaimer; and Section G: DHHS Confidentiality Addendum		
Authorized Subrecipient Official's Name and Title		Signature			Date
Grants and Projects Analyst II					
For Ross E. Armstrong Administrator, Division of Child & Family Services					

## 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 \$750,000 or more in Federal awards during the subrecipient's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
10. No funding associated with this grant will be used for lobbying.
11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.

1. No funding associated with this grant will be used for lobbying.
2. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
3. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
4. 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.
5. 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 Department with copies of all contracts, subgrants, 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.**

**Description of Services, Scope of Work and Deliverables**

\*In some instances, it may be helpful / useful to provide a brief summary of the project or its intent. This is at the discretion of the author of the subaward. This section should be written in complete sentences.

Subrecipient' s name, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

**Scope of Work for Subrecipient**

**Goal 1:** Describe the primary goal the program wishes to accomplish with this subaward.

<b><u>Objective</u></b>	<b><u>Activities</u></b>	<b><u>Due Date</u></b>	<b><u>Documentation Needed</u></b>
1.	1.	XX/XX/XX	1.
2. Add more lines if necessary	a. 2.	XX/XX/XX	2.

**Goal 2:** Describe the most important secondary goal the program wishes to accomplish with this subaward.

<b><u>Objective</u></b>	<b><u>Activities</u></b>	<b><u>Due Date</u></b>	<b><u>Documentation Needed</u></b>
1.	1.	XX/XX/XX	1.

\*Note to preparer: Add lines to the table as applicable to accomplish all that goals of the subaward. Line up activities, due dates and documentation as best as possible for easier analysis.

Note: This document should not contain any red text when completed.

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



**SECTION C**

**Budget and Financial Reporting Requirements**

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 2001NVFPSS from Title IV-B, Subpart 2 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 Department by Grant Number 2001NVFPSS from Title IV-B, Subpart 2 of the Social Security Act

Subrecipient agrees to adhere to the following budget:

**BUDGET NARRATIVE-SFY20**

Total Personnel Costs	including fringe	Total:					\$
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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>Annual % of Months worked</u>	<u>Amount</u>
<u>Name of Employee (if known, otherwise state new position), Title of position &amp; Position Control Number</u>	\$0.00	0.000%	0.000%	12	100.00%	

\*Insert details to describe position duties as it relates to the funding (specific program objectives)

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount</u>
<u>Name of Employee (if known, otherwise state new position), Title of position &amp; Position Control Number</u>	\$0.00	0.000%	0.000%	12	100.00%	

\*Insert details to describe position duties as it relates to the funding (specific program objectives)

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount</u>
<u>Name of Employee (if known, otherwise state new position), Title of position &amp; Position Control Number</u>	\$0.00	0.000%	0.000%	12	100.00%	

\*Insert details to describe position duties as it relates to the funding (specific program objectives)

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount</u>
<u>Name of Employee (if known, otherwise state new position), Title of position &amp; Position Control Number</u>	\$0.00	0.000%	0.000%	12	100.00%	

- 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 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 Subrecipient agrees to:**

- Request reimbursement according to the schedule specified below for actual expenses related to the Scope of Work during the subaward period.
  - Total reimbursement through this subaward will not exceed \$ Enter Amount.
  - Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred.
  - Additional expenditure detail and/or supporting documentation will be provided to the Department upon request.
  - Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.
- 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 to:**

- Identify specific items the program must provide or accomplish to ensure successful completion of this project.
- Provide technical assistance, upon request from the Subrecipient.
- Issue prior approval of reports or documents to be developed.

**Both parties understand:**

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

**Financial Reporting Requirements**

- A Request for Reimbursement is due on a monthly basis, based on the terms of the subaward agreement, no later than the 15<sup>th</sup> of the month.
- Reimbursement is based on actual expenditures with accompanying proof of payment.
- Payment will not be processed unless all reporting requirements are current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentations are submitted to and accepted by the Department.

**SECTION D**  
Request for Reimbursement

<b>Program Name:</b>	<b>Subrecipient Name:</b>
<b>Address:</b>	<b>Address:</b>
<b>Subaward Period:</b>	<b>Subrecipient's:</b> EIN: Vendor #:

**FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT**

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

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

<b>MATCH REPORTING</b>	<b>Approved Match Budget</b>	<b>Total Prior Reported Match</b>	<b>Current Match Reported</b>	<b>Year to Date Total</b>	<b>Match Balance</b>	<b>Percent Completed</b>
<i>INSERT MONTH/QUARTER</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-

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

Authorized Signature	Title	Date
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**SECTION E**

**Audit Information Request**

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES  NO
3. When does your organization's fiscal year end? \_\_\_\_\_
4. What is the official name of your organization? \_\_\_\_\_
5. How often is your organization audited? \_\_\_\_\_
6. When was your last audit performed? \_\_\_\_\_
7. What time-period did your last audit cover? \_\_\_\_\_
8. Which accounting firm conducted your last audit? \_\_\_\_\_

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

**SECTION F**

**Notification of Utilization of Current or Former State Employee**

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

**SECTION G**

**Confidentiality Addendum**

BETWEEN

**Nevada Department of Health and Human Services**

Hereinafter referred to as "Department"

and

**Subrecipient's Name**

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.
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.

1. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
2. **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.
3. **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.**