



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE: April 23, 2020**

RE: *Approval of the Interlocal Agreement Between Clark County, Nevada on behalf of the Department of Family Services and the Southern Nevada Health District*

PETITION #37-20

That the Southern Nevada District Board of Health *approve the attached Interlocal Agreement between Clark County, Nevada on behalf of the Department of Family Services and the Southern Nevada Health District for services provided to the Thrive by Zero to Three Prevention Services Program for the period from February 3, 2020 to September 30, 2020.*

PETITIONERS:

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Margarita DeSantos, RN, BSN, Community Health Nurse Manager
JoAnn Rupiper, RN, MPH, Director of Clinical Services *JR.*
Fermin Leguen, MD, MPH, Chief Medical Officer and Acting Chief Health Officer *FL*

DISCUSSION:

The Interlocal Agreement allows the Southern Nevada Health District to provide home visiting services to families with children ages zero to three years, who have been brought to the attention of the Department of Family Services, and do not meet the requirement of an investigation, but who demonstrate the need for support services to prevent the possibility of future abuse/neglect. Prevention services will be based on the Healthy Start model, using a Community Health Worker approach. Services provided will include parent education and skill development, referrals to needed community resources for physical, mental, emotional, and financial stability, and identifying supportive relationships for families. These services will be provided by a collaborative team of registered nurses and community health workers to ensure the safety of children ages zero to three years. The budget period is from February 3, 2020 to September 30, 2020.

FUNDING:

The funding for this agreement of \$492,075 was made available to the Southern Nevada Health District from Clark County, Nevada on behalf of the Department of Family Services. This funding will cover the following: salaries and fringe benefits for four full-time community health workers, 60% of the maternal child health nurse, 60% of the Community Health Nursing Supervisor for training, supervision and maintenance of daily operations, 25% of the Community Health Nurse Manager for overall oversight of the program and budget, and an administrative assistant for data entry and clerical support; educational curriculum required training and educational materials; program/medical/office supplies; copying costs for program handouts and facilitators; mileage; cell phones and cell phone usage fees, and the program's cost allocation.

INTERLOCAL AGREEMENT
THRIVE BY ZERO TO THREE PREVENTION SERVICES

This INTERLOCAL AGREEMENT herein after referred to as "AGREEMENT" is entered into on this ____ day of _____, 2020 by and between CLARK COUNTY, Nevada, on behalf of the Department of Family Services hereinafter referred to as "COUNTY" and SOUTHERN NEVADA HEALTH DISTRICT, hereinafter referred to as SNHD to provide resources necessary to prevent and/or mitigate the effects of child abuse and neglect intervention services to children ages zero to three.

WITNESSETH:

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, NRS 432B.290(2)(m) authorizes an organization that has entered into a written agreement with an agency that provides child welfare services to provide assessments or services and that has been trained to make such assessments or provide such services; and

WHEREAS, pursuant to NRS Chapter 439, SNHD is the public health authority for Clark County, Nevada, and has jurisdiction over all public health matters therein; and

WHEREAS, the COUNTY, through its Clark County Department of Family Services, hereinafter referred to as COUNTY, desires to have the services of SNHD to assist COUNTY in preventing harm and neglect to children ages zero to three who have come to the attention of COUNTY, but do not meet the requirement of investigation; and

WHEREAS, SNHD has the expertise, qualifications and resources available, and has agreed to provide the resources necessary to prevent and/or mitigate the effects of child neglect and abuse intervention services to children as required.

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the Parties mutually agree as follows:

I. RESPONSIBILITIES OF SNHD

SNHD shall:

- A. Provide prevention services based on the Healthy Start model to provide services such as parent education, vocational assistance, parent and child skill development, and supportive relationships and networks for families who have children ages zero to three, who may be in danger of becoming victim of child abuse and neglected;
- B. Participate in training related to recognizing possible abuse and neglect;
- C. Have regular contact with and alert COUNTY to needed Child Welfare intervention to prevent serious neglect/abuse from occurring to these most vulnerable youth;
- D. Provide services to up to 35 youths per month in this population shall be referred for mitigation/prevention services under this program;
- E. Provide feedback to COUNTY on attempted/actual contact with identified families, assessment of the need of families to accept and receive supportive services, including but not limited to, parenting education and skill development, vocational assistance, access to medical/community resources for physical, emotional, mental and financial stability, and identifying supportive relationships and networks to ensure the safety of children ages zero to three;
- F. Meet monthly with COUNTY to discuss cases with barriers to receiving supportive services or who may need specific or additional supports not previously identified, including evidence to support a COUNTY investigation;

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- G. Provide COUNTY with monthly Meeting Agenda issues;
- H. Have Criteria and Referral documentations;
- I. Invoice COUNTY on a monthly basis to include documentation of number of hours for families served and services provided; and
- J. Keep any client data and information received or obtained about foster youth participants confidential to anyone outside of this project consistent with NRS 432B.280 through NRS 432B.290 and the federal Child Abuse Prevention and Treatment Act (CAPTA).

II. RESPONSIBILITIES OF COUNTY

COUNTY shall:

- A. Provide eligibility criteria for services. Based on criteria, COUNTY staff shall identify and refer to SNHD any youth ages zero to three, who have been brought to the attention of COUNTY, and do not meet the requirement of investigation, but who demonstrate the need for support services to prevent the possibility of future abuse/neglect;
- B. Ongoing support/technical assistance as requested by SNHD;
- C. Meet monthly with SNHD to discuss cases with barriers to receiving supportive services or who may need specific or additional supports not previously identified;
- D. Have Criteria and Referral documentations; and
- E. Create a monthly Meeting Agenda.

III. TERM

The term of this Agreement shall be from February 3, 2020 through September 30, 2020. During the term period, SNHD agrees to provide services as required by COUNTY within the scope of this Contract. Either party may terminate this Agreement without cause, upon giving the thirty (30) days written notice to the other party.

IV. PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY agrees to pay SNHD as shown below in the table based on approved budget appropriations.

- A. Subject to any fiscal limitations, COUNTY agrees to pay SNHD as follows:

Period	Monthly Payment	Total Agreement Not to Exceed Amount
February 3, 2020 through September 30, 2020	\$61,509.37	\$492,075
Total Agreement Not to Exceed amount		\$492,075

- B. Invoices shall be submitted as follow to DFS Fiscal Unit, 121 South Martin Luther King Boulevard, Las Vegas, Nevada 89106 and Clark County Social Services, 1600 Pinto Lane, Las Vegas, Nevada 89106.
- C. SNHD must notify COUNTY in writing of any changes to SNHD remit payment address or other pertinent information that may affect issuance of payment and allow thirty (30) days for the change to be processed.

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- D. If COUNTY rejects an invoice as incomplete, SNHD will be notified within thirty (30) calendar days of receipt and SNHD will have thirty (30) days to correct the invoice and resubmit.
- E. COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory services. COUNTY does not pay late fees or charges. Final payment may be withheld until all deliverables have been submitted and accepted or final services have been rendered.
- F. Keep any client data and information received or obtained under this Agreement confidential to anyone outside of this project consistent with NRS 432B.280 through NRS 432B.290 and the federal Child Abuse Prevention and Treatment Act (CAPTA).

V. BACKGROUND CHECKS

A fingerprint and National Crime Information Center (NCIC) clearance check must be completed for all SNHD's staff and all contracted services providers. The fingerprint and NCIC background check(s) are the responsibility of the SNHD to provide, and must include SNHD's staff and all contracted services providers assigned to this project and whom will have the potential to interact with COUNTY referred patient(s) prior to their providing services under this contract. The fingerprint and NCIC background check(s) are the fiscal responsibility of the SNHD.

- A. SNHD shall adhere to the following criminal background/records check requirements:

COUNTY requires that the SNHD, employee of the SNHD, or contracted staff shall not have any of the felony convictions, charges or pending charges for the following:

- i. Crime involving homicide, manslaughter, rape, physical assault and/or battery;
- ii. Assault with use of firearm or other deadly weapon;
- iii. Crime involving harm to a child, including child abuse/neglect and pornography and/or contributory delinquency;
- iv. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime;
- v. Domestic violence, including spousal abuse;
- vi. Possession, distribution, or use of any controlled substance or other drug related offense, including DUI within the last 5 years;
- vii. Abuse neglect, exploitation or isolation of older persons or vulnerable persons;
- viii. Any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding 7 years.

- B. Upon request by COUNTY, SNHD shall provide COUNTY with the Certification of Compliance with Background Check Requirements (**Attachment 1**).
- C. Background check to include review of Child Abuse and Neglect Registry, Out of State Child Abuse and Neglect Checks for any state that the subject has lived in for the past five years, local law enforcement check and fingerprint based background submitted to the Central Repository for submission to the Federal Bureau of Investigation for the PROVIDER staff and contracted staff who will be in contact with the Children;

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VI. FISCAL FUNDING OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

VII. AMENDMENT / ENTIRE AGREEMENT

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and SNHD relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

VIII. NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To COUNTY: Attention: Administrator of Human Services
 Department of Family Services
 121 South Martin Luther King Boulevard
 Las Vegas, NV 89106

To SNHD: Attention: Contract Administrator, Legal Department
 Southern Nevada Health District
 280 South Decatur Boulevard
 Las Vegas, NV 89107

IX. LAW OF VENUE

AGREEMENT shall be governed by the laws of the State of Nevada.

INTERLOCAL AGREEMENT
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X. GENERAL PROVISIONS

- A. **Mutual Cooperation.** The Parties shall fully cooperate with one another, and shall take any additional acts, or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this AGREEMENT.
- B. **Indemnification.** The Parties do not waive any right or defense to indemnification that may exist in law or equity.
- C. **Limited Liability.** The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of the Parties shall not be subject to punitive damages.
- D. **Statement of Eligibility.** Each Party acknowledges to the best of its respective knowledge, information, and belief, and to the extent required by law, neither it nor any of its employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).
- E. **Non-Discrimination.** As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation or gender identity or expression. The Parties likewise agree that each will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.
- F. **Public Records.** Pursuant to NRS Chapter 239, information or documents, including this AGREEMENT and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made confidential by law or a common law balancing of interests.
- G. **Status of Parties; Independent Public Entities.** SNHD will provide Services to COUNTY under this AGREEMENT as an independent contractor. Nothing in this AGREEMENT or the relationship between COUNTY and SNHD will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, or to create a co-employment or joint employer relationship.
- H. **No Private Right Created.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this AGREEMENT shall not be construed to create such status. The rights, duties, and obligations contained in the AGREEMENT shall operate only between the Parties to this AGREEMENT and shall inure solely to the benefit of the Parties determining and performing their obligations under this AGREEMENT.
- I. **As the subrecipient of grant funds passed through by the COUNTY from the State of Nevada, Department of Health and Human Services, Division of Welfare and Supportive Services (the "STATE"),** SNHD agrees to accept and comply with the same Grant Conditions and Assurances (see Attachment 2) and Confidentiality Addendum (see Attachment 3) as those imposed upon the COUNTY by the STATE.


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- J. Counterparts. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be signed and intend to be legally bound thereby.

SNHD
SOUTHERN NEVADA HEALTH DISTRICT

COUNTY
CLARK COUNTY, NEVADA:

BY: 
FERMIN LEGUEN, MD, MPH
Acting Chief Health Officer

BY: _____
MARILYN KIRKPATRICK, CHAIR
Clark County Commissioners

Approved as to form:

ATTEST

BY: _____
HEATHER ANDERSON-FINTAK, ESQ.
Associate General Counsel
Southern Nevada Health District

BY: _____
LYNN MARIE GOYA
County Clerk

Approved as to form:
Steven Wolfson, District Attorney

BY: _____
ELIZABETH A. VIBERT
Deputy District Attorney

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ATTACHMENT 1

Certification of Compliance with Background Check Requirements

Clark County requires that an employee or agent of a provider of services to children in the custody of the Clark County Department of Family Services ("CCDFS") conduct an adequate background check¹ to ensure that their employees or agents who come in contact with children referred by CCDFS do not have any of the felony convictions, charges or pending charges for the following:

- I. Crime involving homicide, manslaughter, rape, physical assault and/or battery;
- II. Assault with use of firearm or other deadly weapon;
- III. Crime involving harm to a child, including child abuse/neglect and pornography and/or contributory delinquency;
- IV. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime;
- V. Domestic violence, including spousal abuse;
- VI. Possession, distribution, or use of any controlled substance or other drug related offense, including DUI within the last 5 years;
- VII. Abuse neglect, exploitation or isolation of older persons or vulnerable persons;
- VIII. Any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding 7 years.

I _____ hereby certify that _____
(Provider Representative) (Employee/Agent)

has complied with the background check requirements as stated above. Upon request of the Clark County Department of Family Services, I will provide certified confirmation of compliance with the above requirements.

Signature: _____ Date: _____
(Provider Representative)

¹ An adequate background check includes having the person's information (i.e. fingerprints) searched through the following databases: **NCIC** (National Crime Information Center), **SCOPE II** (Shared Computer Operation for Protection and Enforcement), and **CANS** (Child Abuse and Neglect Search).

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Welfare and Supportive Services
NOTICE OF SUBAWARD

Attachment 2

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 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.
3. 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 employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
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 grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular.
To acknowledge this requirement, Section E of this notice of subaward must be completed.
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.

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Welfare and Supportive Services
NOTICE OF SUBAWARD

Attachment 2

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 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.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

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

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Welfare and Supportive Services
NOTICE OF SUBAWARD

Attachment 3

SECTION G

Confidentiality Addendum

BETWEEN

The Division of Welfare and Supportive Services

Hereinafter referred to as "Division"

and

Clark County Department of Child and Family Services

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 ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any names, addresses or any other identifying information or health information of individual subjects or any identifying data concerning individuals in any records disclosed to sub-grantee in conjunction with the goods or services provided by Sub-grantee under the Sub-grant Award.
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 (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Subrecipient hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Department for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

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 inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Subrecipient may use information as stipulated in the primary inter-local or other 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 inter-local or other agreement to which this Addendum is made a part; or
3. The Subrecipient has obtained written approval from the Department.

VI. OBLIGATIONS OF CONTRACTOR

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.

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Welfare and Supportive Services
NOTICE OF SUBAWARD**

Attachment 3

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 inter-local or other agreement to which this Addendum is made a part.

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

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Welfare and Supportive Services
NOTICE OF SUBAWARD

Attachment 2

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 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.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

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

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Welfare and Supportive Services
NOTICE OF SUBAWARD

Attachment 3

SECTION G

Confidentiality Addendum

BETWEEN

The Division of Welfare and Supportive Services

Hereinafter referred to as "Division"

and

Clark County Department of Child and Family Services

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 ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any names, addresses or any other identifying information or health information of individual subjects or any identifying data concerning individuals in any records disclosed to sub-grantee in conjunction with the goods or services provided by Sub-grantee under the Sub-grant Award.
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 (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Subrecipient hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Department for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

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 inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Subrecipient may use information as stipulated in the primary inter-local or other 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 inter-local or other agreement to which this Addendum is made a part; or
3. The Subrecipient has obtained written approval from the Department.

VI. OBLIGATIONS OF CONTRACTOR

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.

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Welfare and Supportive Services
NOTICE OF SUBAWARD**

Attachment 3

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 inter-local or other agreement to which this Addendum is made a part.

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