



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: January 10, 2017

DATE: Tuesday, December 27, 2016
TO: Board of County Commissioners
FROM: Mallory Nelson, Case Compliance Specialist-Adult Guardianship,
Second Judicial District Court, (775) 328-3164
mallory.nelson@washoecourts.us
THROUGH: Jackie Bryant, District Court Administrator/Clerk of Court,
Jackie.Bryant@washoecourts.us

SUBJECT: Approve to retroactively acknowledge a grant award from the National Resource Center for Supported Decision-Making, through the Quality Trust for Individuals with Disabilities, Inc., to the Second Judicial District Court in the amount of \$4,000.00 to further education regarding supported decision-making agreements and implement their use statewide, effective December 1, 2016 through November 30, 2017, and direct the Comptroller's Office to make the necessary budget amendments. (All Commission Districts)

SUMMARY

The Second Judicial District Court has been awarded \$4,000.00 in grant funding to implement a statewide educational outreach towards persons and institutions in need of information regarding supported decision-making agreements as an alternative to guardianship. The objective of such statewide education and engagement includes the possible implementation of formalized supported decision-making agreements and improving access to alternatives to guardianship by interested users. The grant funds will be used in conjunction with in-kind support from committed partners.

County Priority/Goal supported by this item: Safe, Secure and Healthy Communities

PREVIOUS ACTION: None

BACKGROUND

Supported decision-making has emerged as an innovative alternative to guardianship of adults with intellectual or developmental disabilities ("I/DD") who are independent in some areas of life and require assistance in others. Supported decision-making

AGENDA ITEM # 5.G.4.

agreements provide for shared decision-making authority to help adults with I/DD understand and make life choices regarding housing, healthcare, education, employment, social supports, etc. Used appropriately, this model supports and assists adults with I/DD without the need for a court-appointed guardian. Supported decision-making differs from a traditional power of attorney, which allows for substitute decision-making by a designated agent under the power of attorney. The Second Judicial District Court supports the concept of increasing the choices adults with I/DD have and allowing them as much independence and input in their lives as reasonably possible.

GRANT AWARD SUMMARY

Project/Program Name: Supported Decision-Making Agreement State Grant Program

Scope of the Project: To increase awareness of and access to supported decision-making agreements in the aging and disability communities statewide.

Benefit to Washoe County Residents: Promote the independence and dignity of aging adults and adults with I/DD through an innovative alternative to guardianship.

On-Going Program Support: N/A

Award Amount: \$4,000.00.

Grant Period: December 1, 2016 through November 30, 2017

Funding Source: National Center for Supported Decision-Making State Grant Program through the Quality Trust for Individuals with Disabilities, Inc.

Pass Through Entity: N/A

CFDA Number: 93.631

Grant ID Number: 90DM0001-01-00

Match Amount and Type: In-kind support from committed partners statewide

Sub-Awards and Contracts: N/A

FISCAL IMPACT

Should the board accept this grant award and approve these amendments, the adopted budget will be increased by \$4,000.00 in both revenues and expenditures in the following accounts:

| Cost Object | G/L Account | Amount |
|--------------------|--------------------|----------------|
| IO# TBD | 431100 | \$4,000 |
| IO# TBD | 710502 | \$1,000 |
| IO# TBD | 710300 | \$1,300 |
| IO# TBD | 711210 | \$1,700 |

The in-kind match is met through payment of current staff salaries that will directly support grant activities.

RECOMMENDATION

It is recommended that the Board of County Commissioners retroactively acknowledge a grant award from the National Resource Center for Supported Decision-Making State Grant Program, in the amount of \$4,000.00 to the Second Judicial District Court, effective December 1, 2016 through November 30, 2017, and direct the Comptroller's Office to make the necessary budget amendments. (All Commission Districts).

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: Move that the Board of County Commissioners retroactively acknowledge a grant award from the National Resource Center for Supported Decision-Making State Grant Program, in the amount of \$4,000.00 to the Second Judicial District Court, effective December 1, 2016 through November 30, 2017, and direct the Comptroller's Office to make the necessary budget amendments. (All Commission Districts).

ATTACHMENTS: Grant award documents.

GRANT AWARD DOCUMENTS ATTACHED

NATIONAL RESOURCE CENTER FOR SUPPORTED DECISION-MAKING
SUBAWARD AGREEMENT

THIS SUBAWARD AGREEMENT ("Agreement") is entered into by and between **Quality Trust for Individuals with Disabilities, Inc.** ("Sponsor") and **Second Judicial District Court, State of Nevada, Washoe County** ("Recipient"); Sponsor and Recipient being collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Sponsor is recipient of Grant No. 90DM0001-01-00 from the Department of Health and Human Services, Administration for Community Living ("Prime Agreement");

WHEREAS, the effort contemplated by this Agreement is of mutual interest and benefit to the Parties, will further institutional and/or research objectives of the Parties, and may derive benefits for the Parties through inventions, improvements, and/or discoveries. Additionally it will further Sponsor's completion of the objectives of the Prime Agreement;

WHEREAS, Sponsor desires to have Recipient undertake a project in accordance with the scope of work described in Exhibit A ("Statement of Work").

The Parties agree to the following:

1. Work. Recipient agrees to use reasonable efforts to perform the Project. "Project" shall mean the work funded under this Agreement as described in Exhibit A.
2. Period of Performance. The period of performance of this Agreement will be **December 1, 2016** through **November 30, 2017**.
3. Deliverables: In addition to the Work detailed in Exhibit A, which is incorporated herein:
 - 3.1. Recipient shall participate in bi-monthly conference calls with ACL, Sponsor, and other subaward grantees to discuss successes, challenges, and lessons learned. Recipient may be asked to lead a call on a particular issue that is occurring in its state.
 - 3.2. Recipient shall, on a quarterly basis, submit up to five bullet points on successes, challenges, and lessons learned (no more than 100 words total) to Sponsor.
 - 3.3. Recipient shall submit a Report to Sponsor no later than November 30, 2017. The report will briefly restate the project's goals and anticipated outcomes and plans for achieving them, and describe modifications to the plan and the impact of those modifications. The report will describe the progress made towards achieving the anticipated outcomes, the lessons learned, the plans for continuation, and the suggestions for replication. The Report will include a final budget report and one copy of all products produced under the grant. Products must include attribution to the National Resource Center for Supported Decision-Making and the Administration for Community Living ("ACL").

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- 3.4. If there is a working Interdisciplinary Network of Guardianship Stakeholders ("WINGS") established in Recipient's state, Recipient shall be in contact with the WINGS about the Project.

4. Costs and Payments.

- 4.1. It is agreed to and understood by the Parties that Recipient will be reimbursed for all costs incurred in connection with the Project up to the amount of **\$4,000.00** (the "Project Cost") as established by and detailed in the Budget included in Exhibit A, which is incorporated herein. It is estimated that the amount designated as the Project Cost is sufficient to support Project expenses.

An initial payment of \$2,000.00 will be made upon execution of this agreement. Reimbursement of additional expenses shall be made by the Sponsor upon receipt of the final report and a final itemized invoice. The invoices shall itemize the staff services/effort committed during the period of the agreement and identify other categories of expenses in accordance with the Approved Budget.

- 4.2. The Sponsor shall not be liable for any payment in excess of the Project Cost unless this Agreement is modified in writing. The final invoice must be submitted promptly following completion of the work under this agreement but in no event later than thirty (30) days (or such longer period as Sponsor may in its discretion approve in writing) from the date of such completion.

5. Equipment. Recipient may be required to purchase equipment or the components thereof for its own use in connection with this project. Title to any equipment purchased or fabricated or manufactured in the performance of the Project shall vest in Recipient. Project funds may not be used to acquire computers or other technology.
6. Use of Name. Neither Party shall make use of this Agreement, or use the name of the other Party, nor that of any member of the other's staff, in any publicity, advertising, or news release without the prior written approval of the other Party. This shall not include internal documents available to the public that identify the existence of this agreement.
7. Records. Recipient agrees to maintain accurate and complete records and accounts regarding Project activities and expenditures. Such records shall be made available to Quality Trust on request as needed for adequate monitoring of grant activities. Recipient agrees to keep these records for a period of seven years after the completion or termination of the Project.

8. Confidential Information.

- 8.1. "Confidential Information" shall mean that information: (1) disclosed by either party to this Agreement to the other party in connection with, and during the term of, this Agreement; and, (2) which relates to the disclosing party's past, present and future research, development and business activities; and, (3) which has been identified in writing to the receiving party at the time of disclosure as the confidential information of the disclosing party. The term Confidential Information shall not mean any information

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which is previously known to the receiving party without obligation of confidence, or, without breach of this Agreement, is publicly disclosed either prior or subsequent to the receiving party from a third party without an obligation of confidence.

- 8.2. For a period of three (3) years, the parties agree to hold all Confidential Information in trust and confidence for the disclosing party and not to use such Confidential Information other than for the purpose of this Agreement. Except as may be authorized by Sponsor in writing, for such period of time, the parties agree not to disclose any Confidential Information, by publication or otherwise, to any person other than those persons whose services the receiving party requires and who have a need to know the disclosing party's Confidential Information for purposes of carrying out the terms of this Agreement, and who agree in writing to be bound by, and comply with the provisions of this Article 8.
- 8.3. Neither party shall be responsible for disclosure of Confidential Information by employees of the receiving party after termination of their employment if receiving party takes reasonable steps to prevent Confidential Information disclosure violations.
- 8.4. The parties retain the right to refuse to accept any such Confidential Information which it does not consider to be essential to performance of research pursuant to this agreement, or which it believes to be improperly designated.

9. Intellectual Property

9.1. Definitions and Ownership

- 9.1.1. "Intellectual Property" shall mean individually and collectively all products, writings, inventions, improvements and/or discoveries, information that would qualify as a trade secret, and original works of authorship in which copyright may subsist under Title 17, U.S. Code, including but not limited to computer software in either source code or object code form, and computer databases, if any, which are conceived, reduced to practice, or otherwise generated in the performance of the Project.
- 9.1.2. "Sponsor Intellectual Property" shall mean Intellectual Property conceived, first reduced to practice, or otherwise generated solely by one or more employees of the Sponsor. Sponsor Intellectual Property shall be owned solely by Sponsor.
- 9.1.3. "Recipient Intellectual Property" shall mean Intellectual Property conceived, first reduced to practice, or otherwise generated solely by one or more employees of Recipient. Recipient Intellectual Property shall be owned solely by Recipient.
- 9.1.4. "Joint Intellectual Property" shall mean Intellectual Property conceived, first reduced to practice, or otherwise generated jointly by one or more employees of the Recipient and by one or more employees of the Sponsor. Joint Intellectual Property shall be owned jointly by the parties.

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9.2. Licenses

9.2.1. Non-Exclusive License for Sponsor's Purposes. During the term of this Agreement and thereafter, Sponsor shall have a fully paid, perpetual non-exclusive, license for use and practice strictly for Sponsor's Purposes, and to allow others use and practice on behalf of sponsor, strictly for the Sponsor's purposes any Recipient Intellectual Property or Joint Intellectual Property. Sponsor Purposes include: (i) Sponsor's internal use; (ii) Sponsor's use in the conduct of sponsor/customer demonstrations, and; (iii) Sponsor's use in performance of U.S. Government sponsor/customer contracts; and (iv) Sponsor's use in performing its duties and responsibilities under its Charter, By-Laws, and other organizational documents. Such license shall only be transferable by Sponsor upon written mutual agreement by the Parties.

10. Publications.

- 10.1. The Parties recognize that either shall have the right, at its discretion, to release information or to publish any material resulting from the Project. The party intending to release or publish shall furnish the other with a copy of any proposed publication thirty (30) days in advance of the proposed publication date. The other Party may request the Party intending to publish or release to delay release of such proposed publication for a maximum of an additional thirty (30) days in order to protect Recipient, Sponsor or Joint Intellectual Property as defined in Article 8, or Confidential or Proprietary Data described therein. Such delay shall not be imposed on the filing of any student thesis or dissertation.
- 10.2. The other Party will be given full credit and acknowledgment for the support provided to the Party intending to publish or release in any publication resulting from the Project.
- 10.3. All publications funded or created pursuant to this Agreement shall include the following Disclaimer:

This project was supported, in part by grant number 90DM0001-01-00, from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, D.C. 20201. Grantees undertaking projects under government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official Administration for Community Living policy.

11. Compliance with Federal Requirements: Notwithstanding the foregoing, each Party recognizes and acknowledges that federally-funded sponsored projects are predisposed to, and conditioned upon, compliance with certain intellectual property rights as addressed in the federally-funded sponsored program instrument (e.g., grant, cooperative agreement, contract). The Parties agree to comply with all requirements dictated by the federally-funded sponsored projects which form a basis for this Project.

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12. Independent Contractor. In the performance of the Project, Recipient shall be deemed to be and shall be an independent contractor and, as such, Recipient shall not be entitled to any benefits applicable to employees of the Sponsor. Neither Party is authorized or empowered to act as an agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

13. Insurance.
 - 13.1. Recipient warrants and represents that it has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by Recipient.

 - 13.2. Each Party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts of that Party and the officers, employees, and agents thereof

14. Force Majeure. Neither Party shall be liable for any failure to perform as required by this Agreement to the extent such failure to perform is reasonably beyond the Parties' control, or by reason of any of the following: labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, floods, earthquakes, acts of God, energy or other conservation measures, explosion, failure of utilities, mechanical breakdowns, material shortages, disease or other such occurrences.

15. Governing Law. This Agreement shall be governed and construed in accordance with the laws of Washington, D.C., and the applicable U.S. Federal law.

16. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party. Recipient is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement

17. Agreement Modification. Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the Parties hereto.

18. Notices. Any notices required or permitted under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent by recognized national overnight courier, or registered or certified mail, postage prepaid, return receipt requested, to the following addresses, e-mail addresses or facsimile numbers of the parties, which may be updated from time to time by written notice pursuant to this Section:

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Sponsor:

Contractual/Technical: Tina Campanella, Chief Executive Officer
4301 Connecticut Avenue, NW
Suite 310
Washington, DC 20008
Email: TCampanella@DCQualityTrust.Org
Phone: (202) 448-1450
Fax: (202) 448-1451

Recipient:

Mallory Nelson
Department 12
Second Judicial District Court
Family Division
1 S. Sierra Street
Reno, Nevada 89501
Email: Mallory.Nelson@WashoeCourts.Us
Phone: 775-328-3164
Fax: 775-328-3475

19. Prohibition on Lobbying: Recipient agrees that funds provided under this Agreement shall not be used for Lobbying federal, state, or local officials or their staff to receive additional funding or influence legislation.
20. Program funds may not be used to replace lost staff or funding; to fund maintenance of effort or obligations under other grants; to acquire computers or other technology; to fund advocacy beyond that permitted by I.R.S. Code §501(c) or other applicable law; or in violation of other requirements.
21. The Recipient agrees to operate under this Agreement in accordance with all the laws, regulations, policies, requirements, and conditions, which are, or become, applicable to Grant No. 90DM0001-01-00 (see Exhibit B Notice of Award).
22. This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to the Parties. This includes requirements in Parts I and II (available at <http://www.hhs.gov/asfr/ogapa/grantinformation/hhsgps107.pdf>) of the HHS GPS.
23. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to http://www.acf.hhs.gov/grants/award_term.html. This grant is subject to the requirements set forth in 45 CFR part 74 (for non-profit organizations and educational institutions) or 45 CFR Part 92 (for state, local, and federally recognized tribal governments).
24. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 74 or 92, directly apply to this award apart from any coverage in the HHS

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GPS. The general provisions from The Consolidated Appropriation Act, 2014 (P.L. 113-76) enacted on January 17, 2014, for all awards funded with FY14 appropriations issued on or after January 17, 2014 can be found on the AoA website:
<http://www.aoa.gov/AoARoot/Grants/Terms/CAA.aspx>.

25. Recipient is hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award. The effective date is for all grants and contracts issued on or after July 1, 2013, through January 1, 2017.
26. In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, Recipient must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," Sponsor means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," Sponsor does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.
27. Survivability. The obligations set forth in Articles 7, 7 and 8 shall survive the expiration or termination of this Agreement unless expressly stated otherwise.

This Agreement is the complete agreement of the Sponsor and Recipient and supersedes all prior understandings regarding the Project.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate on the dates indicated below.

SPONSOR

RECIPIENT



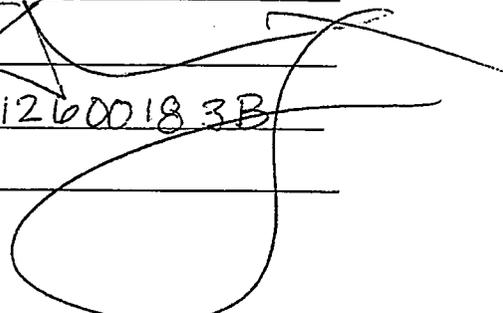
Tina M. Campanella, Chief Executive Officer

12/22/16
Date



DUNS Number: 12600183B

12-21-16
Date



Subaward Agreement

Sponsor: Quality Trust for Individuals with Disabilities

Recipient: Second Judicial District Court, State of Nevada, Washoe County

EXHIBIT A

Part A: Application Narrative, Second Judicial District Court, State of Nevada

The Second Judicial District Court, State of Nevada, Washoe County, with Judge Frances M. Doherty and a committed group of local and statewide stakeholders¹, seek an award of a \$4000 state-based Supported Decision-Making grant. Judge Doherty has exclusively overseen the adult guardianship caseload in Washoe County, Nevada for three years; she has served as a District Court Judge for 13 years and has led system change initiatives in juvenile justice, child abuse and neglect, and domestic relations. Community stakeholders each carry expertise, knowledge, and commitment to decision-making options for persons with disabilities. All committed stakeholders agree to the terms and parameters of the grant requirements. For the stakeholders involved, identifying the least restrictive option for persons who have conditions requiring some form of support or assistance is a priority. Presently Nevada has alternatives to guardianship that include financial and health care powers of attorney (durable), advance directives, trusts, and representative payees for social security benefits and fiduciaries for VA benefits. Nevada does not presently use supported decision-making agreements except in an extremely limited nature, addressing health care provisions within durable powers of attorney under NRS 162A.865.

There is widespread misunderstanding in legal, health, education, and client service communities about supported decision-making agreements. Many have the lack of knowledge or misimpression that powers of attorneys (which largely provide for substituted decision-making) obviate the need for supported decision-making agreements. Others worry that persons with supported decision-making agreements will most easily be taken advantage of financially or otherwise. A community conversation and educational outreach process is critical to facilitating appropriate use and understanding of supported decision-making agreements in Nevada. There are persons in positions of advocacy, leadership, or familiarity with the tool who are eager to see this grant used to promote supported decision-making agreements and will assist in furthering such goal. As one practitioner explained why she hoped Nevada would be awarded a grant to help develop supported decision-making statewide:

I recently saw a case where the use of this would have been perfect. The case involved a young man who aged out of foster care. This young man has cognitive impairments. His CASA wanted to be his guardian when he turned 18, but this was not really necessary as this young man was accepted by Desert Regional Center for supported living/services. He did, however, have educational opportunities still available to him with the Clark County School District, but was having problems dealing with the School District. A supported decision-making agreement allowing the CASA to work with the young man to navigate the school district bureaucracy would have been ideal.²

This application seeks to implement a three-point plan to: i) engage potential users and supporters, ii) effectuate supported decision-making agreements and, iii) expand access to and utilization of supported decision-making agreements for persons who would benefit from such an option.

1. Engage Potential Users:

The Second Judicial District Court and committed stakeholders identified in Attachment A seek to develop and implement a statewide educational outreach initiative to engage persons who may need assistance and their supporters (e.g. family, friends, community care providers, hospital administrators, educators, advocates, and public officials) in a conversation on person-centered planning and alternatives to guardianship that may include supported decision-making agreements. The purpose of such statewide community engagement is to investigate the value, need and parameters of pursuing implementation of supported decision-making in the State of Nevada. Such engagement efforts would reach out to rural and urban jurisdictions in forums involving presentation, discussion and articulation of how supported decision-making agreements would be most effectively utilized by

¹ See attachment A – List of Committed Stakeholders

² Barbara Buckley, Ex. Dir. Southern Nevada Legal Services, September 12, 2016

persons able to maintain autonomy while requiring support to sustain such independence. Community engagement would include discussion and recommendations on the development of protective protocols to minimize undue influence of identified supports or supporters; avoid potential risk of abuse, neglect or exploitation; anticipate expansion of protective intervention if reduction of capacities occur and deter predatory supporters.

2. Effectuate Acceptance of Supported Decision-Making Agreements:

Grantee would seek to formalize supported decision-making agreements in Nevada after incorporating user and community input resulting from the above referenced engagement plan.³ Such draft would be modified by community recommendations garnered during the engagement process. The Second Judicial District Court and committed stakeholders would present information to the Legislature, upon legislative request, about supported decision-making agreements and their benefits as requested. The 79th (2017) Session of the Nevada Legislature will begin on February 6, 2017.

If the supported decision-making is not addressed in the 2017 Legislature, the Grantee and its committed stakeholders will develop educational outreach to assist autonomous persons who require assistance, develop person-centered plans to maximize independent decision-making with acceptable forms of supportive decision-making may be available in existing statutes and law.

3. Expand Access to and Utilization of Supported Decision-Making Agreements

The Grantee would complete its three-point plan by developing outreach to all potential users who are capable of maintaining independence with the support of others. The Grantee and its committed stakeholders would develop and make accessible publications about supported decision-making agreements. Self-help centers within Court systems would develop standardized supported decision-making agreements, together with instructions, available for persons seeking alternatives to guardianships through the Court system. State and local bar associations would be provided tools to incorporate the agreements into their practice when assisting disabled persons or their supporters. *The American Bar Associations Practical Tool for Lawyers: Steps in Supporting Decision-Making* would be the cornerstone of continuing legal education programs. Supportive media coverage would be developed with stakeholders to communicate, educate and inform institutions and the public about supported decision-making agreements as an alternative to guardianship in appropriate circumstances.

The award of this grant is so much more significant than its dollar value. Nevada is on a precipice of either maintaining existing alternatives to guardianship, or expanding such options to include supported decision-making agreements. Approval of this grant request will confer much needed credibility to move this initiative forward. As the Grantor will note, the Second Judicial District Court will devote substantial in-kind resources, along with an unquantifiable value of in-kind contributions from committed stakeholders. All supportive stakeholders seek this grant as a means to help potential users and providers overcome hurdles to accessing supported decision-making agreements in Nevada.

Current law, policy and practice regarding the use of Supported Decision-Making

Nevada's current guardianship statute, NRS Chapter 159, implicitly recognizes the role that protected persons' self-determination plays in recognizing their strengths and deficits within the context of to whom they entrust decision-making authority. NRS 159.026 defines a special guardian as "a guardian of a person of limited capacity... who is appointed because a person of limited capacity *has voluntarily petitioned for the appointment* and the court has determined that the person has the requisite capacity to make such a petition." (Emphasis added). Recent 2015 legislation, Senate Bill 262,

requires courts to prioritize the appointment of the individual designated by the protected person under a pre-existing power of attorney.

Guardians are obligated to consider the autonomy of protected persons in that guardians of the person must “select the least restrictive appropriate residence which is available and necessary...and is financially feasible.” NRS 159.079(4). Despite an implied policy in favor of maximizing reasonable independence, even under a special guardianship, the decision-making authority of the guardian is only shared with the protected person at the guardian’s discretion. The assumption remains substituted decision-making.

This binomial construction whereby either the individual or the designated agent makes the decision is reflected in Nevada’s Power of Attorney statute. Under Nevada’s Power of Attorney (“POA”) statute, NRS Chapter 162A, a POA by its very definition is substituted not shared decision-making. NRS 162A.090 specifies that a POA is a “writing or other record that grants authority to an agent *to act in place of the principal* [.]” (Emphasis added). However, recent 2015 legislation heralded a promising shift in the POA framework. NRS 162A.865 provides for a form POA for adults with intellectual disabilities whereby supported decision-making is narrowly touched upon by allowing a designated POA to assist the adult with making health care related decisions, including end-of-life care. NRS 162A.865 also functions much like a traditional advance directive, insofar as the designated agent is authorized to make decisions on behalf of the adult with disabilities in the event the adult is unable to communicate. See NRS 162A.865

A Commission to Study the Administration of Guardianships in Nevada (“Commission”) led by Nevada Supreme Court Justice James Hardesty and comprised of judges, elected officials and statewide guardianship stakeholders was formed to examine guardianship activity in Nevada in July 2015. As part of the Commission’s objective to make appropriate recommendations for the benefit of protected persons, discussion evolved beyond the protocol of appointing guardians to consideration of alternatives to the guardianship as a first option. In September 2015, the Texas model of supported decision-making agreements marked the Commission’s first formal consideration of such an alternative.⁴

At the October 15, 2015 Commission meeting, presenter David Slayton, the Administrative Director of the Texas Office of Court Administration, provided additional information on Texas’s groundbreaking Supported Decision-Making statute. Not only was this framework the first of its kind in the United States, supported decision-making was presented as existing in its own legal framework and not as a modified POA.

When the Commission reconvened on November 23, 2015, the Commission revisited Texas’s Supported Decision-Making statute as a model for a viable alternative to guardianship. The Commission pursued a supported decision-making framework for Nevada at the following meeting on December 15, 2015. The Commission listed the establishment of the protocol for supported decision-making agreements as a formal recommendation. By January 2016, the Commission tempered its position by concerning itself with the question of appropriate oversight of supported decision-making agreements. The Commission revisited “person-centered planning” as a policy question in April 2016. Supported decision-making agreements remained a policy question for the Commission’s consideration. In June 2016, the Commission found the Texas model of Supported Decision-Making was not preferred over Nevada’s POA as the preferred legal framework for alternatives to guardianship.

However, at its most recent meeting on August 26, 2016, the Commission overwhelmingly voted to authorize proceeding with a grant application to the National Resource Center for Supported Decision-Making to increase knowledge of and access to supported decision-making by older adults and people with intellectual and developmental disabilities in Nevada. Community partners, boards, and commissions continue to champion independent living for adults with disabilities. For example, the State Independent Living Commission promotes the expansion and development of statewide independent living. More recently, Sierra Regional Staff have met with the Washoe County Public Guardian’s office to start the process of developing opportunities for supported decision-making. Legal services organizations in

⁴ September 16, 2015, Agenda and Meeting Materials.

Northern and Southern Nevada support supported decision-making as an alternative to guardianships for some individuals, as does the Area Agency on Aging. As evidenced by letters of support attached hereto, the appetite to pursue supported decision-making as an alternative to guardianships in Nevada is a viable and vibrant initiative among supportive stakeholders and the persons they serve.

Part B: Work Plan and Outcomes:

The Second Judicial District Court and Judge Doherty have led the State in quantifying measurable outcomes in adult guardianship cases. As a result, the Court quantifies the number and status of all newly filed and pending adult guardianship cases; the average time to first hearing in each case and the overall time to disposition in every case; the number and types of cases in which guardianships are denied, minimized and discharged. All Guardianships now have demographic data reflecting types of guardians, age breakout of protected persons and least restrictive placement of every protected person. In the last year, with increased oversight and involvement with stakeholders, the Court has reduced guardianship filings by 23%. The Court chairs monthly task force meetings with guardianship stakeholders in which alternatives to guardianship are regularly addressed.⁵

I. On November 30, 2017 the Court will Issue a 12 Month Report on Supportive Decision Making in Nevada.

Plan: On no less than a monthly basis, for 12 months, the Grantee and its committed statewide stakeholders will meet telephonically to identify immediate and long-term steps each partner will perform in furtherance of documenting the needs, challenges, successful implementation and recommendations to address use of supported decision-making agreements in Nevada.

- a. Outcome measure: Specific assignments will be delegated at each meeting for each partner, return dates will be identified with quantifiable results reported. Partner will report on recommendations for further steps based on outreach, research and specifically identified needs.
- b. A standardized data collection report will be developed **within 30 days of the grant being awarded.** ⁶ The report will be completed by each partner overseeing community outreach or training and will be submitted for cumulative collection to the District Court at each monthly meeting. The report will include but not be limited to the following:
 - i. Persons served with supported decision-making agreements;
 - ii. Persons unfamiliar with supported decision-making agreements;
 - iii. Persons seeking supported decision-making agreement, i.e. person without guardianship seeking to maintain independence; person with guardianship seeking less restrictive alternative; persons referred to partner by entity, institution or agency to obtain guardianship because no longer a minor.
 - iv. Demographics of persons served and supporters, i.e.
 1. Institution, agency or association trained on supported decision-making agreement;
 2. Age or identification of person seeking support;
 3. Relationship of supporter or potential supporter to person seeking support:
 - a. Relative; spouse, parent, sibling, grandparent
 - b. Agency representative or advocate;
 - c. Friend/acquaintance;

⁵ All data reports available upon request.

⁶ The report will contain survey information that will be solicited on a voluntarily basis and will maintain anonymity of the responder.

- d. Caretaker.
- v. Placement data for persons seeking least restrictive assistance:
 - 1. Lives at home with parents, spouse, children.
 - 2. Lives in a group home;
 - 3. Lives in assisted living;
 - 4. Lives in residential care
 - 5. Placed in acute care facility;
 - 6. Placed in locked facility.
- vi. **Within 11 months of grant being awarded**, Court will distribute draft report to committed stakeholders for discussion and finalization.
- vii. **Within 11 months of grant being awarded**, Court will prepare draft data-collection report for review by committed stakeholders and Grantor.
- viii. **Within 12 months of grant being awarded**, Court will provide grantor a 12 Month Report on Supportive Decision Making in Nevada and include final data collection report.

II. Aggressive Educational Training Curriculum Developed for Primary Users, Providers and Advisors of Supported Decision-Making Agreements.

Plan:

- i. Court will identify on a statewide basis, **within 30 days of grant approval**, institutions in need of training on supported decision-making agreements and alternatives to Guardianship. i.e. specific hospitals; medical practitioners, bar association members; school districts; private and public guardians. (Extended Deadline: January 18, 2017)
- ii. Court will identify **within 30 days of grant approval**, communities of older persons and people with I/DD in which education, outreach and training on supported decision-making agreements and alternatives to guardianship would be beneficial. (Extended Deadline: January 18, 2017)
- iii. **Within 30 days of grant application**, Court will identify statewide-targeted outreach locations and the number of presentations to be made in each location: i.e. Las Vegas, Reno, Carson City, Elko, Winnemucca, and Tonopah. (Extended Deadline: January 18, 2017)
- iv. **Within 120 days of grant approval**, Court will finalize training and outreach publications and material for each group, entity and geographic location and will assign specific committed stakeholders to oversee such outreach or training.
- v. **Within 90 days of grant approval**, Court will work with media and other partners to identify community notifications of outreach activities to be held in each geographic location of State. Court will develop public service announcements with partners on outreach and alternatives to guardianship.
- vi. **Within 10 months of grant being awarded**, Court will confirm trainings completed, reports completed, data collected, input documented and results reported on all community outreach and trainings conducted on supported decision-making agreements and alternatives to guardianships.

III. Court will participate in all required activities of Grantor and submit all required reports on a timely basis.

Part C: Budget, See Pages 6-9

2016 - 2017 Supported Decision-Making Budget
 Second Judicial District Court of the State of Nevada

| Explanation | Personnel Time Commitment | Cost of Personnel Time Commitment | Matching Cash or In-kind contributions | Grant Budget Request |
|---|---|-----------------------------------|--|----------------------|
| Prep time: 1 hour per month x 12 months; Conference Call: 0.75 hours per month x 12 months | <u>Judge</u> : 21 hours | \$ 2,040.99 | \$ 2,040.99 | |
| Prep time: 1 hour per month x 12 months; Conference Call: 0.75 hours per month x 12 months; Summation: 0.5 hour per month | <u>Case Compliance Spec.</u> : 27 hours | \$ 841.32 | \$ 841.32 | \$0.00 |
| Monthly telephonic meetings with Stakeholders Prep time: 1 hour per month x 12 months; Notice: 0.5 hour per month x 12 months; Summation: 0.5 hour per month x 12 months | <u>Judicial Asst.</u> : 24 hours | \$ 871.44 | \$ 871.44 | |

2016 - 2017 Supported Decision-Making Budget
Second Judicial District Court of the State of Nevada

| Explanation | Personnel Time Commitment | Cost of Personnel Time Commitment | Matching Cash or in-kind contributions | Grant Budget Request | |
|--|--|---|--|----------------------|-------------|
| | | | | | |
| Monthly telephonic meetings with National Resource Center | Prep time: 1 hour per month x 12 months; Conference Call: 0.75 hours per month x 12 months | Judge: 21 hours | \$ 2,040.99 | \$ 2,040.99 | \$0.00 |
| | Prep time: 1 hour per month x 12 months; Conference Call: 0.75 hours per month x 12 months; Summation: 0.5 hour per month | <u>Case Compliance Spec</u> : 27 hours | \$ 841.32 | \$ 841.32 | |
| | Prep time: 1 hour per month x 12 months; Notice: 0.5 hour per month x 12 months; Summation: 0.5 hour per month x 12 months | <u>Judicial Asst</u> : 24 hours | \$ 871.44 | \$ 871.44 | |
| | Materials for Legislature & public entities upon request; Materials for CLE | <u>Judge</u> : 12 hours | \$ 1,166.28 | \$ 1,166.28 | |
| Development & Publication of training programs & materials for Community forums, training & outreach * | Materials for Legislature & public entities upon request; Materials for CLE | <u>Case Compliance Spec</u> : 18 hours | \$ 560.88 | \$ 560.88 | \$ 1,000.00 |
| | Self Help Center (Outreach) | <u>Self-Help Ctr Prog. Manager</u> : 10 hours | \$ 415.10 | \$ 415.10 | |

*Will be referred to as "Printing Costs" in the staff report provided to the Washoe County Board of Commissioners ("BCG")

2016 - 2017 Supported Decision-Making Budget
 Second Judicial District Court of the State of Nevada

| | Explanation | Personnel Time Commitment | Cost of Personnel Time Commitment | Matching Cash or In-kind contributions | Grant Budget Request |
|---|--|---|-----------------------------------|--|----------------------|
| Public outreach via radio & television ^ | Media Support will be sought on an in-kind basis, grant request amount to supplement as necessary to target community involvement | <u>Case Compliance Spec.</u> : 10 hours | \$ 311.16 | \$ 311.16 | \$ 1,000.00 |
| Travel & attendance of community outreach & forums ** | Elko (1 trip): 24 hours; Las Vegas (1 trip): 12 hours; Carson City (3 trips): 6 hours each x 3 trips = 18 hours | <u>Judge</u> : 54 hours | \$ 5,248.26 | \$ 5,248.26 | \$ 1,000.00 |
| | | <u>Case Compliance Spec.</u> : 54 hours | \$ 1,682.64 | \$ 1,682.64 | |
| Family Law Annual Conference in Ely, NV ** | Reno, NV to Ely, NV (one-way) - 434 miles; IRS 2016 mileage rate (business) - \$0.54/mile; 868 round trip miles x \$0.54 mileage rate = \$468.72; Estimated room rate (1 overnight) - \$231.28 | <u>Judge</u> : 24 hours | \$ 2,332.56 | \$ 2,332.56 | \$ 700.00 |

^ Will be included as "Other Supplies" in the staff report provided to the BCC.

**Will be included as "Travel" in the staff report provided to the BCC.

Part C
 2016 - 2017 Supported Decision-Making Budget
 Second Judicial District Court of the State of Nevada

| | Explanation | Personnel Time Commitment | Cost of Personnel Time Commitment | Matching Cash or In-kind contributions | Grant Budget Request |
|---|--|---|-----------------------------------|--|----------------------|
| Presentation to Statewide Independent Living Counsel | 1 meeting; Preparation: 1 hour; Attendance: 1 hour; Follow-up: 1 hour | <u>Judge</u> : 3 hours | \$ 291.57 | \$ 291.57 | \$ 150.00 |
| | 1 meeting; Preparation: 1 hour; Attendance: 1 hour; Follow-up: 1 hour | <u>Case Compliance Spec.</u> : 3 hours | \$ 93.48 | \$ 93.48 | |
| NV Governor's Council on Developmental Disabilities ^ | 1 meeting; Preparation: 1 hour; Attendance: 8 hours; Follow-up: 1 hour | <u>Judge</u> : 10 hours | \$ 971.90 | \$ 971.90 | \$ 150.00 |
| | 1 meeting; Preparation: 1 hour; Attendance: 8 hours; Follow-up: 1 hour | <u>Case Compliance Spec.</u> : 10 hours | \$ 311.16 | \$ 311.16 | |
| TOTALS: | | 352 hours | \$ 20,892.49 | \$ 20,892.49 | \$ 4,000.00 |

*In-kind contributions:
 Committed stakeholders have volunteered their resources and representatives on an in-kind basis that is not presently quantifiable but is substantial

^ Will be included as "Other Supplies" in the staff report provided to the BCC

Attachment A: Statewide Committed Stakeholders

| | | |
|---|--|--|
| <p>Melanie Barkley, GPC Executive Director Family TIES of Nevada A Family Voices Affiliate Agency 3100 Mill Street, Suite#117 Reno, NV 89502 Telephone: 775-823-9500, ext. 230 melanie@familytiesnv.org</p> | <p>Barbara Buckley, Esq. Executive Director Legal Aid Center of Southern Nevada 725 E. Charleston Blvd. Las Vegas, Nevada 89104 Telephone: 702-386-1070 BBuckley@lacs.nv.gov</p> | <p>Ryan J. Earl, Esq. Law Offices of Ryan J. Earl 548 W. Plumb Lane, Ste. B Reno, NV 89509 Tel: 775-829-1800 rjearl@sbcglobal.net</p> |
| <p>LaVonne Brooks CEO High Sierra Industries-WARC 505 Reactor Way Reno, NV 89502 Telephone: 775-333-8251 lavonneb@hshireno.com</p> | <p>James Conway, Esq. Executive Director Washoe Legal Services 299 South Arlington Avenue Reno Nevada 89501 Telephone: (775) 329-2727 jconway@washoelegalservices.org</p> | <p>Rana Goodman Political Editor The Vegas Voice 2880 Bicentennial Parkway Henderson, NV 89044 Telephone: 702-251-4441 rana@thevegasvoice.net</p> |
| <p>Elaine C. Brown, Ph.D., FAAIDD Chief Psychologist State of Nevada Developmental Services Aging and Disability Services Division Sierra Regional Center 605 So. 21st St. Sparks, NV 89431 Telephone: 775-688-1930 ext. 2181 elbrown@src.state.nv.us</p> | <p>Susan DeBoer Washoe County Public Guardian's Office PO Box 12310 Reno, NV 89510-2310 Telephone: 775-674-8800 SADeboer@washoecounty.us</p> <hr/> <p>John Yacenda, Ph.D., President Dreams Foundation, Inc. 521 Gordon Avenue Reno, NV 89509 Telephone: (775) 473-8945 dreamsfoundation.inc.drjohn@gmail.com</p> | <p>Michael W. Keane, Esq. Woodburn and Wedge 6100 Neil Rd. Ste. 500 Reno, NV 89505 Telephone: 775-688-3000 mkeane@woodburnandwedge.com</p> |
| <p>Sherry Manning Executive Director Department of Health and Human Services 4126 Technology Way, Ste. 100 Carson City, NV 89706 Telephone: 775-684-4000 smanning@dhs.nv.gov</p> | <p>Jack Mayes Executive Director Nevada Disability Advocacy & Law Center 1875 Plumas St. #1 Reno, NV 89509 Telephone: 775-333-7878</p> | <p>Kate McCloskey Clinical Program Planner II Aging and Disability Services Division 3416 Goni Rd., Suite D-132 Carson City, NV 89706 Telephone: 775-684-5894 kmccloskey@src.state.nv.us</p> |
| <p>Sally Ramm, Esq., Elder Rights Attorney 445 Apple St. Ste. 104 Reno, NV 89502 775-687-0835; sramm@adsd.nv.gov</p> | <p>Terri Russell, Chief Reporter KOLO 8 News 4850 Ampere Drive Reno, NV 89502 775-858-8888 Terri.Russell@kolotv.com</p> | <p>John C. Smith, Esq. 3175 Lakeside Dr. Ste. A Reno, NV 89509 Telephone: 775-324-9100 john@johnsmithlaw.com</p> |

Subaward Agreement

Sponsor: Quality Trust for Individuals with Disabilities

Recipient: Second Judicial District Court, State of Nevada, Washoe County

EXHIBIT B

| | | |
|---|-----------------------|---|
| 1. DATE ISSUED MM/DD/YYYY 09/08/2014 | 2. CFDA NO. 93.631 | 3. ASSISTANCE TYPE Cooperative Agreement |
| 1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded | | |
| 4. GRANT NO. 90DM0001-01-00 Formerly | 5. ACTION TYPE New | |
| 6. PROJECT PERIOD From 09/01/2014 | Through 08/31/2019 | |
| 7. BUDGET PERIOD From 09/01/2014 | Through 08/31/2015 | |

Department of Health and Human Services
Administration For Community Living
AIDD - ACL Supported Decision Making
1 Massachusetts Avenue
Washington, DC 20201

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulations)
42 USC 15081-15083

| | |
|--|---|
| 8. TITLE OF PROJECT (OR PROGRAM) National Resource Center for Supported Decision Making | |
| 9a. GRANTEE NAME AND ADDRESS QUALITY TRUST 5335 Wisconsin Ave NW Ste 825 Washington, DC 20015-2103 | 9b. GRANTEE PROJECT DIRECTOR Tina M. Campanella 5335 Wisconsin Avenue, NW Washington, DC 20015-2073 Phone: 202-448-1442 |
| 10a. GRANTEE AUTHORIZING OFFICIAL Tina M. Campanella 5335 Wisconsin Avenue, NW Washington, DC 20015-2073 Phone: 202-448-1442 | 10b. FEDERAL PROJECT OFFICER Katherine A Cargill Willis One Massachusetts Ave. Administration for Community Living Washington, DC 20201-1401 Phone: 202-690-5791 |

ALL AMOUNTS ARE SHOWN IN USD

| | | | |
|--|------------|---|--------------------|
| 11. APPROVED BUDGET (Excludes Direct Assistance) | | 12. AWARD COMPUTATION | |
| I Financial Assistance from the Federal Awarding Agency Only | | a. Amount of Federal Financial Assistance (from item 11a) | |
| II Total project costs including grant funds and all other financial participation | | b. Less Unobligated Balance From Prior Budget Periods | |
| | | c. Less Cumulative Prior Award(s) This Budget Period | |
| a. Salaries and Wages | 185,460.00 | d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION | |
| b. Fringe Benefits | 49,381.00 | 325,000.00 | |
| c. Total Personnel Costs | 234,841.00 | 13. Total Federal Funds Awarded to Date for Project Period | |
| d. Equipment | 0.00 | 325,000.00 | |
| e. Supplies | 1,057.00 | 14. RECOMMENDED FUTURE SUPPORT | |
| f. Travel | 11,597.00 | (Subject to the availability of funds and satisfactory progress of the project): | |
| g. Construction | 0.00 | YEAR | TOTAL DIRECT COSTS |
| h. Other | 27,287.00 | a. 2 | d. 5 |
| i. Contractual | 40,000.00 | b. 3 | e. 6 |
| j. TOTAL DIRECT COSTS | 314,782.00 | c. 4 | f. 7 |
| k. INDIRECT COSTS | 47,171.00 | 15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: | |
| l. TOTAL APPROVED BUDGET | 361,953.00 | a. DEDUCTION | |
| m. Federal Share | 325,000.00 | b. ADDITIONAL COSTS | |
| n. Non-Federal Share | 36,953.00 | c. MATCHING | |
| | | d. OTHER RESEARCH (Add / Deduct Option) | |
| | | e. OTHER (SEE REMARKS) | |
| | | 16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: | |
| | | a. The grant program legislation. | |
| | | b. The grant program regulations. | |
| | | c. The award notice including terms and conditions. If any, noted below under REMARKS. | |
| | | d. Federal administrative requirements, and principles and such requirements applicable to this grant. | |
| | | In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system. | |

REMARKS (Other Terms and Conditions Attached) Yes No
This action is issued as a new award for the period identified in box 7., and federal amount on line 12d.

GRANTS MANAGEMENT OFFICER: Rimas T Ilogys, Director, OGM

| | | | | | | | | | |
|----------------|-----------|------------------|--------------|---------------------|-----------|---------------------|--------------|-----------------|----------|
| 17. OBJ CLASS | 41.45 | 18a. VENDOR CODE | 1742994661A1 | 18b. EIN | 742994661 | 19. DUNS | 139240811 | 20. CONG. DIST. | 00 |
| FY-ACCOUNT NO. | | DOCUMENT NO. | | ADMINISTRATIVE CODE | | AMT ACTION FIN ASST | | APPROPRIATION | |
| 21. a. | 4-2994309 | b. | 90DM000101 | c. | ACLAIDD | d. | \$100,000.00 | e. | 75140142 |
| 22. a. | 4-2994937 | b. | 90DM000101 | c. | ACLAIDD | d. | \$225,000.00 | e. | 75140142 |
| 23. a. | | b. | | c. | | d. | | e. | |

NOTICE OF AWARD (Continuation Sheet)

| | |
|--------------------------|---------------------------|
| PAGE 2 of 3 | DATE ISSUED 09/08/2014 |
| GRANT NO. 90DM0001-01-00 | |

Standard Administrative Terms

1. This award is paid by DHHS Payment Management System (PMS). Please go to <http://www.dpm.psc.gov/> for payment and reporting information.
2. This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award. This includes requirements in Parts I and II (available at <http://www.hhs.gov/asfr/ogapa/grantinformation/bhsgps107.pdf>) of the HHS GPS.
3. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to http://www.acf.hhs.gov/grants/award_term.html. This grant is subject to the requirements set forth in 45 CFR part 74 (for non-profit organizations and educational institutions) or 45 CFR Part 92 (for state, local, and federally recognized tribal governments).
4. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 74 or 92, directly apply to this award apart from any coverage in the HHS GPS. The general provisions from The Consolidated Appropriation Act, 2014 (P.L. 113-76) enacted on January 17, 2014, for all awards funded with FY14 appropriations issued on or after January 17, 2014 can be found on the AoA website: <http://www.aoa.gov/AoARoot/Grants/Terms/CAA.aspx>.
5. Grantees are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award. The effective date is for all grants and contracts issued on or after July 1, 2013, through January 1, 2017.
6. In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriages. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.
7. Initial expenditure of funds by the grantee constitutes acceptance of this award. Any future support is subject to the availability of funds and programmatic priorities.
8. GrantSolutions - ACL discretionary grantees are required to use GrantSolutions (GS) for their end to end grants management services (tracking and receiving various award actions, submitting financial and progress reports, general correspondence, requests etc.). The grantee authorizing official identified in box 10a., and grantee project director identified in box 9b., must ensure they are registered with GS and have the appropriate role assigned to them by their organization. Please follow the GS grantee account registration information located at the following URL: <https://www.grantsolutions.gov/support/registration.html>. If you are unable to register or have questions associated with registration, contact your Grants Management Specialist (GMS).

NOTICE OF AWARD (Continuation Sheet)

| | |
|--------------------------|---------------------------|
| PAGE 3 of 3 | DATE ISSUED 09/08/2014 |
| GRANT NO. 90DM0001-01-00 | |

SPECIAL CONDITIONS

1. 1. Cooperative Agreement - This award is issued as a cooperative agreement, a financial assistance mechanism in which substantial ACL/AIDD programmatic involvement is anticipated. This award is subject to the grantee and collaborative requirements and responsibilities set forth in the Cooperative Agreement outlined in the agency funding opportunity HHS-2014-ACL-AIDD-DM-0084 as announced. Those responsibilities are hereby incorporated by reference as special terms and conditions of this award. There is no non federal share match requirement for this program, however match was included on the application and therefore the grantee is held accountable for meeting it.

2. Financial Reporting - The following award term is specific to this award. It overrides references in the HHS Grants Policy Statement and in 45 CFR 74.52 or 45 CFR 92.41, as applicable, regarding the Financial Status Report (SF-269) and Federal Cash Transactions Report (SF-272). All other provisions concerning financial reporting remain in effect. Effective March 1, 2011, the Department of Health and Human Services requires all grantees use the Federal Financial Report (SF-425) form at: http://www.acl.gov/Funding_Opportunities/Grantee_Info/Reporting.aspx. The SF-425 form is downloadable as PDF or on Excel. Complete all lines as appropriate. Grantees are required to complete the federal cash transactions portion of the SF-425, lines 10 a through c within the Payment Managements System for the calendar quarters ending 3/31, 6/30, 9/30 and 12/31 through the life of the award.

The SF 425 financial report for this program is due on a semiannual basis. The report is due 30 days after each six month reporting period ends; 3/31 and 9/30. For each report, the end date should be extended by six months retaining the original start date. You must reconcile your cash accounts with your expenditures for the reporting period and submit a cumulative report each year. A final report is due 90 days after the expiration date of the project period. This report must be submitted as an attachment to a grant note using an authorized GrantSolutions account.

3. Program Progress Reporting - Program Progress Reports are due semi-annually (within 30 days following each six month period), effective with the start date of the award. This report must be submitted as an attachment to a grant note using an authorized GrantSolutions account.

4. FFATA and FSRS Reporting - The Federal Financial Accountability and Transparency Act (FFATA) requires data entry at the FFATA Subaward Reporting System located at <http://www.FSRS.gov> for all sub-awards and sub-contracts issued for \$25,000 or more as well as addressing executive compensation for both grantee and sub-award organizations. Additional guidance is located at: http://www.acl.gov/Funding_Opportunities/Grantee_Info/FFATA.aspx

5. Closeout Requirements - A final Federal Financial Report (SF-425), a Property Inventory and Disposition Statement, and a final Project Report are due within ninety (90) days after the expiration of the project period in box 6 of the Notice of Award. Submit all reports as an attachment to a grant note using an authorized GrantSolutions account.

STAFF CONTACTS

1. 1. Please direct any questions related to the negotiation of this award and/or interpreting the fiscal or administrative requirements, policies, or provisions, to the Grants Management Specialist, LaDeva Harris (202) 357-3437 or LaDeva.Harris@acl.hhs.gov. If you have questions related to the program requirements, or if you require additional technical assistance, please contact the Program Officer listed in section 10b., of the Notice of Award.