

**City of Carson City
Agenda Report**

Date Submitted: May 23, 2014

Agenda Date Requested: June 5, 2014

Time Requested: Consent Agenda

To: Carson City Board of Supervisors

From: Health & Human Services (Nicki Aaker)

Subject Title: For Possible Action: Accept a grant in the amount of \$28,256 from the State of Nevada; Division of Public and Behavioral Health to provide education to sexually experienced adolescents, ages 13-18 years old, on both abstinence and contraception. *(Nicki Aaker)*

Staff Summary: Carson City Health and Human Services (CCHHS) received Board of Supervisor approval to apply for this grant on February 20, 2014. CCHHS strives to provide services and resources that best suit the community's need. This grant is to provide education to adolescents, ages 13-18 years old, on abstinence and contraception, as well as the following three adulthood preparation topics: (1) Health relationships, (2) Adolescent development, and (3) Healthy life skills, to prevent pregnancy and sexually transmitted infections and HIV/AIDS in this high-risk population.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify) Information Only

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to accept a grant in the amount of \$28,256 from the State of Nevada; Division of Public and Behavioral Health to provide education to sexually experienced adolescents, ages 13-18 years old, on both abstinence and contraception.

Explanation for Recommended Board Action: Through partnership building for the existing Abstinence Education Grant Program (AEGP) project (using the Promoting Health Among Teens – Abstinence Only! curriculum), it has been discovered that there is a need for more comprehensive sexual health education for some teens. Many of the partnerships necessary to develop a successful comprehensive sexual health education program are pre-existing, and are with organizations who work directly with at-risk youth in various settings, such as Silver State Charter School and China Springs/Aurora Pines Youth Camp. A new partner for this program is Rite of Passage (ROP).

Applicable Statue, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: No General Fund Impact

Explanation of Impact: N/A

Funding Source: State of Nevada; Division of Public and Behavioral Health

Alternatives: To not accept the grant in the amount \$28,256 from the State of Nevada; Division of Public and Behavioral Health to provide education to sexually experienced adolescents, ages 13-18 years old, on both abstinence and contraception.

Supporting Material: Executed Notice of Sub-Grant Award from State of Nevada; Division of Public and Behavioral Health.

Prepared By: Nicki Aaker, MSN, MPH, RN

Reviewed By: N. Aaker Date: 5/27/14
(Department Head)
Marena Woods Date: 5/27/14
(City Manager)
Randy Allen Date: 5/27/14
(District Attorney)
Michelle Alvarado Date: 5/27/14
(Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

Department of Health and Human Services
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
 (hereinafter referred to as the DIVISION)

Division #: 14402

Budget Account # 3222
 Category#: 20
 GL #: 8501
 Job Number: 9309214

NOTICE OF SUB-GRANT AWARD

Program Name: Personal Responsibility Education Program (PREP) Bureau of Child, Family and Community Wellness Division of Public and Behavioral Health		Sub-grantee Name: Carson City Health and Human Services	
Address: 4150 Technology Way, Suite # 101 Carson City, NV 89706-2009		Address: 900 E. Long Street Carson City NV, 89706	
Sub-grant Period: Upon approval by all parties through September 30, 2014		Sub-grantee's EIN#: 88-600189 Vendor#: T80990941J Dun & Bradstreet#: 073787152	
Reason for Award: Provide education to sexually experienced adolescent males and females, ages 13-18 years old, on both abstinence and contraception, as well as the following three adulthood preparation topics: (1) Healthy Relationships (2) Adolescent Development (3) Healthy Life Skills, to prevent pregnancy and sexually transmitted infections and HIV/AIDS in this high-risk population.			
County(ies) to be served: () Statewide (X) Specific county or counties: Carson, Douglas and Lyon Counties			
Approved Budget Categories:			
1. Personnel	\$	22,506	
2. Travel	\$	1,000	
3. Operating	\$	3,500	
4. Equipment	\$	0	
5. Contractual/Consultant	\$	0	
6. Training	\$	500	
7. Other	\$	750	
Total Cost		\$	28,256
Disbursement of funds will be as follows: Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this sub-grant</i> . Total reimbursement will not exceed \$28,256.00 during the sub-grant period.			
Source of Funds:		% of Funds:	CFDA#:
1. Personal Responsibility Education Program	100%	93.092	Federal Grant #: 1201 NVPREP
Terms and Conditions In accepting these grant funds, it is understood that:			
1. Expenditures must comply with appropriate state and/or federal regulations.			
2. This award is subject to the availability of appropriate funds.			
3. Recipient of these funds agrees to stipulations listed in Sections A, B, and C of this sub-grant award.			
Marena Works Interim City Manager	Signature		Date
	Marena Wmks		4-11-14
Leah Thompson, MPH Adolescent Health Program Coordinator	Leah A. Thompson		4/9/14
Christine Mackie, BS Bureau Chief	Christine C. Mackie		4/9/14
Richard Whitley, MS Administrator, Division of Public and Behavioral Health	Richard Whitley		4/15/14

DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUB-GRANT AWARD
SECTION A
Assurances

As a condition of receiving sub-granted funds from the Nevada State Division of Public and Behavioral Health, the Sub-grantee agrees to the following conditions:

1. Sub-grantee agrees grant funds may not be used for other than the awarded purpose. In the event Sub-grantee expenditures do not comply with this condition, that portion not in compliance must be refunded to the Division of Public and Behavioral Health.
2. Sub-grantee agrees to submit reimbursement requests for only expenditures approved in the spending plan. Any additional expenditures beyond what is allowable based on approved categorical budget amounts, without prior written approval by the Division of Public and Behavioral Health, may result in denial of reimbursement.
3. Approval of sub-grant budget by the Division of Public and Behavioral Health constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Unless otherwise stated in the Scope of Work the transfer of funds between budgeted categories without written prior approval from the Division of Public and Behavioral Health is not allowed under the terms of this sub-grant. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.
4. Recipients of sub-grants are required to maintain sub-grant accounting records, identifiable by sub-grant number. Such records shall be maintained in accordance with the following:
 - a. Records may be destroyed not less than three years (unless otherwise stipulated) after the final report has been submitted if written approval has been requested and received from the Administrative Services Officer of the Division of Public and Behavioral Health. Records may be destroyed by the Sub-grantee five (5) calendar years after the final financial and narrative reports have been submitted to the Division of Public and Behavioral Health.
 - b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual sub-grants.

Sub-grant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this Sub-grant Award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the sub-grant activity.

5. Sub-grantee agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this sub-grant award. The Division of Public and Behavioral Health reserves the right to disqualify any grantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
6. Sub-grantee agrees to comply 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 or offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
7. Sub-grantee agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

8. Sub-grantee agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the sub-grant award includes functions or activities that involve the use or disclosure of Protected Health Information, the Sub-grantee agrees to enter into a Business Associate Agreement with the Division of Public and Behavioral Health, as required by 45 C.F.R 164.504 (e).
9. Sub-grantee certifies, by signing this sub-grant, that neither it 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). This provision shall be required of every Sub-grantee receiving any payment in whole or in part from federal funds.
10. Sub-grantee agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this sub-grant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. any federal, state, county or local agency, legislature, commission, council, or board;
 - b. any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - c. any officer or employee of any federal, state, county or local agency, legislature, commission, council, or board.
 - d.
11. Division of Public and Behavioral Health sub-grants are subject to inspection and audit by representatives of the Division of Public and Behavioral Health, Nevada Department of Health and Human Services, the State Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to
 - a. verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 - b. ascertain whether policies, plans and procedures are being followed;
 - c. provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
 - d. determine reliability of financial aspects of the conduct of the project.
12. Any audit of Sub-grantee's expenditures will be performed in accordance with Generally Accepted Government Auditing Standards to determine there is proper accounting for and use of sub-grant funds. It is the policy of the Division of Public and Behavioral Health (as well as a federal requirement as specified in the Office of Management and Budget (OMB) Circular A-133 [Revised June 27th, 2003]) that each grantee annually expending \$500,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO THE NEVADA STATE DIVISION OF PUBLIC AND BEHAVIORAL HEALTH, ATTN: ADMINISTRATIVE SERVICES OFFICER IV, 4150 TECHNOLOGY WAY, SUITE 300, CARSON CITY, NEVADA 89706-2009, within nine (9) months of the close of the sub-grantee's fiscal year. To ensure this requirement is met Section D of this sub-grant must be filled out and signed.**

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUB-GRANT AWARD
SECTION B**

This project will provide recruitment and provision of services to the teenage population served through the State Personal Responsibility Education Program (PREP) grant. This funding is to be used for approved, evidence-based educational programming that provides education to sexually experienced adolescents ages 13-18 years old, on abstinence and contraception as well as three adulthood preparation topics. The goal is to prevent teen pregnancy and exposure to STIs and HIV/AIDS in the sub-set of the population.

Carson City Health and Human Services (CCHHS), hereinafter referred to as Sub-grantee, agrees to provide the following services and reports according to the identified timeframes:

Goal: Sexually experienced young people, ages 13-18 residing within Carson, Douglas and Lyon counties, are provided age appropriate, evidence-based, medically accurate sexual education including abstinence from sexual activity, contraception, and three adulthood preparation topics to reduce teen pregnancy and exposure to STIs and HIV/AIDS in this high-risk population			
Objectives	Activities	Date Due By	Documentation
Identify and train staff in the PHAT-Comprehensive curriculum.	Staff identified as program facilitators and other functions. Staff trained in the PHAT-Comprehensive curriculum.	May 15, 2014 and May 31, 2014	CCHHS monthly report. Documentation of staff training, training content and sign-in sheets.
Ensure medical accuracy of the curriculum.	Implement medical accuracy updates provided by DPBH.	As applicable	To be provided by DPBH.
Develop youth training schedule.	CCHHS program staff meets with partner organizations to schedule sessions. CCHHS staff recruits new partner organizations to hold sessions as applicable.	Ongoing	CCHHS monthly report.
Recruit and enroll target audience.	CCHHS staff will work with partner organizations to develop systems to market scheduled sessions to participants and parents. 30 interested participants will be enrolled in the program.	9/30/14	In monthly report document number and ages of referred and enrolled youth.
Assess program effectiveness and participant satisfaction.	Utilize pre- and post-evaluation tools to assess program effectiveness and participant satisfaction.	Ongoing	Evidence-based curriculum and survey instruments provided by DPBH.
	Deliver evidence-based program with fidelity.	Ongoing	Include fidelity monitoring reports in monthly reporting.
Deliver training and track progress and participation of youth; ensure a minimum of 75% of participants complete the "PHAT-Comprehensive" program by 9/30/14.	Track project by participant gender, age, race and ethnicity (Asian, Black, Hispanic, Native American, Native Hawaiian, White, or Other), and city and county of residence. Report eligibility, enrollment and completion rates.	Ongoing	Report progress and participation monthly.

In accordance with NRS 284. . 29, as amended, no current employee of the State of Nevada, or former employee with less than two years having expired since that employee's termination or retirement from the State, shall be assigned to perform work on any portion of this agreement. This prohibition applies equally to any sub-contractors that may be used to perform the requirements of the agreement. Provider must notify the Division if these conditions exist.

- **Monthly reports are required during the project. Report template (Attachment A) provided. Submit with monthly requests for reimbursement.**
- Identify the source of funding on all printed documents purchased or produced within the scope of this sub-grant, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Division of Public and Behavioral Health through Grant Number **1201 NVPREP** from the Department of Health and Human Services, Administration for Children and Families. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Nevada State Division of Public and Behavioral Health nor the Department of Health and Human Services, Administration for Children and Families."
- Any activities performed under this sub-grant shall acknowledge the funding was provided through the State Division of Public and Behavioral Health by Grant **Number 1201 NV PREP** from the Department of Health and Human Services, Administration for Children and Families.
- Sub-grantee agrees to certify that materials presented as factual will be grounded in scientific research and be medically accurate.
- Sub-grantee agrees to consider the needs of lesbian, gay bisexual, transgender, and questioning youth and report how the project will be inclusive of an non-stigmatizing toward such participants.
- If not already in place, the sub-grantee will establish and publicize policies prohibiting harassment based on race, sexual orientation, gender, gender identity (or expression), religion and national origin.
- Sub-grantee agrees to comply with the requirements of the Title XII Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.
- All staff serving youth must be trained to prevent and respond to harassment and bullying in all forms. The staff must be prepared to monitor claims, address them seriously, and document their corrective action(s) so all participants are assured that programs are safe, inclusive, and non-stigmatizing by design and in operation.
- Sub-grantee may not use Federal or matching funds under this award to support inherently religious activities, including, but not limited to, religious instruction, worship, prayer, or proselytizing. (45 C.F.R. Part 87).
- Funds may not be used for the following purposes:
 - To supplant or replace current public or private funding;
 - To supplant ongoing or usual activities of any organization involved in the project;
 - To purchase or improve land, or to purchase, construct, or make permanent improvements to any building; or
 - To reimburse pre-award costs.

Sub-grantee agrees to adhere to the following budget:

1. Personnel	\$ 22,506		
		\$7,656	0.3 FTE Program Coordinator \$29/hr X 22 weeks
		\$11,550	0.3 FTE Facilitator \$43.75/hr X 22 weeks
		\$3,300	0.1 FTE Division Manager \$37.50/hr X 22 weeks
2. Travel	\$ 1,000		
		\$1,000	\$0.56/mile X 357 miles/month X 5 months
3. Operating	\$ 3,500		
		\$3,500	Office supplies, purchase of materials to implement program, general operation materials
4. Equipment	\$ -0-		
		\$-0-	
5. Contractual Consultant	\$ -0-		
		\$-0-	
6. Training	\$ 500		
		\$500	Registration for webinars, online workshops, etc.
7. Other	\$ 750		
		\$ 750	Participant incentives: 30 gift cards @\$25/card = \$750
Total Cost	\$ 28,256		

- There is 10% budget flexibility between line items. The sub-grantee must obtain written, prior-authorization for such modifications.
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/Sub-grantees to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

Sub-grantee agrees to request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the sub-grant period.

- Requests for Reimbursement will be made within 30 days following the end of each month;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred.
- Monthly progress reports will be submitted with each Request for Reimbursement.
- **The maximum amount of funds available through this sub-grant is \$28,256.**
- Additional expenditure detail will be provided upon request from the Division.

Additionally, the Sub-grantee agrees to provide:

- A complete financial accounting of all expenditures to the Division of Public and Behavioral Health within 30 days of the CLOSE OF THE SUB-GRANT PERIOD. Any un-obligated funds shall be returned to the Division of Public and Behavioral Health at that time, or if not already requested, shall be deducted from the final award.

The Nevada State Division of Public and Behavioral Health agrees:

- To provide technical assistance, upon request from the Sub-grantee;
- To provide prior approval of reports, forms and documents to be developed;
- To report activities under this sub-grant to Federal funders and Maternal, Child and Adolescent health stakeholders.
- The Division of Public and Behavioral Health reserves the right to hold reimbursement under this sub-grant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Division of Public and Behavioral Health.

Both parties agree:

Site visits will be conducted by the Division of Public and Behavioral Health, as needed.

The Sub-grantee will, in the performance of the Scope of Work specified in this sub-grant, perform functions and/or activities that involve the use and/or disclosure of Protected Health Information (PHI); therefore, the Sub-grantee is considered a Business Associate of the Division of Public and Behavioral Health.

- Both parties agree that no work related to this sub-grant may begin until a Business Associate Agreement has been signed and placed on file with the Nevada State Division of Public and Behavioral Health's Administration Office. To satisfy this requirement, for this agreement, fill out and sign Section E.
- This sub-grant may be extended up to a maximum of four years upon agreement of both parties if funding is available.

All reports of expenditures and requests for reimbursement processed by the Division of Public and Behavioral Health are SUBJECT TO AUDIT.

This sub-grant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Sub-grant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Division of Public and Behavioral Health, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

**DIVISION OF PUBLIC AND
BEHAVIORAL HEALTH**

**NOTICE OF SUB-GRANT
AWARD SECTION C
Financial Reporting Requirements**

- '0° A Request for Reimbursement is due on a monthly or quarterly basis, based on the terms of the sub-grant agreement, no later than the 15th of the month.
- '0° Reimbursement is based on actual expenditures incurred during the period being reported.
- '0° Payment will not be processed without all reporting being current.
- '0° Reimbursement may only be claimed for expenditures approved within the Notice of Sub-grant Award.

Provide the following information on the top portion of the form: Sub-grantee name and address where the check is to be sent, Division (sub-grant) number, Bureau program number, draw number, employer I.D. number (EIN) and Vendor number.

An explanation of the form is provided below. The cells are pre-programed and will auto populate when data is entered.

A. Approved Budget: List the approved budget amounts in this column by category.

B. Total Prior Requests: List the total expenditures for all previous reimbursement periods in this column, for each category, by entering the numbers found on Lines 1-8, Column D on the **previous** Request for Reimbursement/Advance Form. If this is the first request for the sub-grant period, the amount in this column equals zero.

C. Current Request: List the current expenditures requested at this time for reimbursement in this column, for each category.

D. Year to Date Total: Add Column B and Column C for each category.

E. Budget Balance: Subtract Column D from Column A for each category.

F. Percent Expended: Divide Column D by Column A for each category and total. Monitor this column; it will help to determine if/when an amendment is necessary. Amendments **MUST** be completed (including all approving signatures) 30 days **prior** to the end of the sub-grant period.

****An Expenditure Report/Backup that summarizes, by expenditure GL, the amounts being claimed in column 'C' is required.***

Nevada Department of Health and Human Services

Division # 14402
 Bureau Program # 3222
 GL # 8501
 Draw #: _____

Division of Public and Behavioral Health

REQUEST FOR REIMBURSEMENT

Program Name: Personal Responsibility Education Program (PREP) Bureau of Child, Family & Community Wellness Division of Public and Behavioral Health	Subgrantee Name: Carson City Health and Human Services
Address: 4150 Technology Way, Suite #101 Carson City, NV 89706-2009	Address: 900 E Long Street Carson City, NV 89706
Subgrant Period: Upon approval by all parties through September 30, 2014	Subgrantee EIN#: 88-600189 Subgrantee Vendor#: T80990941J

FINANCIAL REPORT AND REQUEST FOR FUNDS

(report in whole dollars; must be accompanied by expenditure report/back-up)

Month(s): _____ **Calendar Year:** _____

Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year To Date Total	E Budget Balance	F Percent Expended
1 Personnel	\$ 22,506	\$ 0	\$ 0	\$ 0	\$ 22,506	0%
2 Travel	\$ 1,000	\$ 0	\$ 0	\$ 0	\$ 1,000	0%
3 Operating	\$ 3,500	\$ 0	\$ 0	\$ 0	\$ 3,500	0%
4 Equipment	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	0%
5 Contract/Consultant	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	0%
6 Training	\$ 500	\$ 0	\$ 0	\$ 0	\$ 500	0%
6 Other	\$ 750	\$ 0	\$ 0	\$ 0	\$ 750	0%
8 Total	\$ 28,256	\$ 0	\$ 0	\$ 0	\$ 28,256	0%

This report is true and correct to the best of my knowledge.

Authorized Signature _____ Title _____ Date _____
 Reminder: Request for Reimbursement cannot be processed without an expenditure report/back-up. Reimbursement is only allowed for items contained within Subgrant Award documents. If applicable, travel claims must accompany report.

FOR DIVISION OF PUBLIC AND BEHAVIORAL HEALTH USE ONLY

Program contact necessary? Yes No Contact Person: _____
 Reason for contact: _____
 Fiscal review/approval date: _____ Signed: _____
 Scope of Work review/approval date: _____ Signed: _____
 ASO or Bureau Chief (as required): _____ Date: _____

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUB-GRANT AWARD
SECTION D**

**NEVADA STATE DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
AUDIT INFORMATION REQUEST**

1. Non-Federal entities that **expend** \$500,000.00 or more in total Federal Awards are required to have a single or program-specific audit conducted for that year, in accordance with *OMB Circular A-133*. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO THE NEVADA STATE DIVISION OF PUBLIC AND BEHAVIORAL HEALTH, ATTN: ADMINISTRATIVE SERVICES OFFICER IV, 4150 TECHNOLOGY WAY, SUITE 300, CARSON CITY, NEVADA 89706-2009, within nine (9) months of the close of your fiscal year.
2. Did your organization expend \$500,000.00 or more in all Federal Awards during your most recent fiscal year? YES NO
3. When does your fiscal year end? June 30
4. Official name of organization? Carson City, NV
5. How often is your organization audited? Annual
6. When was your last audit performed? Nov. 2013
7. What time period did it cover? 7/1/12 - 6/30/13
8. Which accounting firm conducted the audit? Kaleny, Armstrong & Co.



Finance Director

4/15/14

SIGNATURE

TITLE

DATE

SECTION E

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

The Division of Public and Behavioral Health
Herein after referred to as the "Covered Entity"

and

(CCHHS)

Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations and

WHEREAS, Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information,

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

I. **DEFINITIONS.** The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
3. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
4. **Parties** shall mean the Business Associate and the Covered Entity.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about

the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.

2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.

10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE.

The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**
 - a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
 - b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.

- c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
 - d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.
2. **Prohibited Uses and Disclosures:**
- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
 - b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF THE COVERED ENTITY:

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION.

1. **Effect of Termination:**
 - a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS.

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

COVERED ENTITY

BUSINESS ASSOCIATE

Division of Public and Behavioral Health

Carson City Health and Human Services

4150 Technology Way

900 E. Long Street

Carson City, NV 89706

Carson City, NV 89706

(775)684-4200

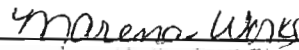
(775) 887-2190

(775)684-4211

(775) 887-2248

(Business FAX Number)





(Authorized Signature)

(Authorized Signature)

FOA Richard Whitley
Administrator

Marena Works

Interim City Manager

4/15/14

4-11-14

(Date)

(Date)

**Carson City Health and Human Services
Personal Responsibility Education Program – Sub-grant # 14402
Monthly Progress Report**

Directions: Fill in the dates for the applicable report period. Please describe your progress towards accomplishing each objective and activity listed in your scope of work. Please be as detailed as possible. If an item has been completed, provide the date of completion. If an item was not scheduled to be completed during the report period, simply state “no progress this report period.” For items not completed as set forth in the scope of work in your sub-grant please describe any problems or barriers encountered and any suggested solutions. List any documentation of completed activities next to the applicable activity as specified in your scope of work. Please attach a copy of any non-sensitive documentation to this report. If the documentation contains protected or sensitive information, do not attach it but indicate where the documentation is kept, i.e. completed survey – on file in office. If technical assistance is needed, please describe it in the area labeled “Requested Technical Assistance” at the end of the report.

Report Period: _____

Progress Report Based on Scope of Work

Goal: *Sexually active young people, ages 13-18, residing within Carson, Douglas and Lyon counties, are provided age appropriate, evidence-based, medically accurate sexual education including abstinence from sexual activity, contraception, and three adulthood preparation topics to reduce teen pregnancy and exposure to STIs and HIV/AIDS in this high risk population.*

Objectives	Activities	Progress to Date	Documentation
Identify and train staff in the PHAT-Comprehensive curriculum.	Staff identified as program facilitators and other functions. Staff trained in the PHAT-Comprehensive curriculum.		
Ensure medical accuracy of the curriculum.	Implement medical accuracy updates as advised by DPBH.		
Develop youth training schedule.	CCHHS program staff meets with partner organizations to schedule sessions. CCHHS staff recruits new partner organizations to hold sessions as applicable.		
Recruit and enroll target audience.	CCHHS staff will work with partner organizations to develop systems to market scheduled sessions to participants and parents. By 9/30/14, 30 interested participants will be enrolled in the program.		
Assess program effectiveness and participant satisfaction.	Utilize pre- and post-evaluation tools to assess program effectiveness and participant satisfaction.		
	Deliver evidence-based program with fidelity.		
Deliver training and track progress and participation of youth; ensure a minimum of 75% of participants complete the “PHAT-Comprehensive	Track project by participant gender, age, race and ethnicity (Asian, Black, Hispanic, Native American, Native Hawaiian, White, or Other), and city and		

curriculum.	county of residence. Report eligibility, recruitment, enrollment and completion rates.		
Barriers: Please list barriers that exist (if any) that are affecting completion of activities.			
Requested Technical Assistance			