



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** February 20, 2020

Staff Contact: Nicki Aaker (naaker@carson.org)

Agenda Title: For Possible Action: Discussion and possible action regarding authorization for Carson City Health and Human Services (CCHHS) to accept a grant in the amount of \$120,655.00 from the State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health (DPBH), which will be used over a period of 17 months to implement education and outreach programs to decrease tobacco, e-cigarette and vaping use among Carson City’s youth. (Nicki Aaker, naaker@carson.org)

Staff Summary: The 2019 Legislature approved Senate Bill 263 relating to the regulation and taxation of certain vapor products, alternative nicotine products and tobacco products. The new legislation makes an appropriation to the Nevada Department of Health and Human Services dedicated to the development of programs for the control and prevention of tobacco use. This grant, if accepted by CCHHS, will be used on education, training, outreach and messaging to decrease youth tobacco, e-cigarette and vaping use in Carson City pursuant to the standards and timelines set forth in the Grant Conditions and Assurances.

Agenda Action: Formal Action / Motion **Time Requested:** 10 minutes

Proposed Motion

I move to authorize acceptance of the grant as presented.

Board's Strategic Goal

Quality of Life

Previous Action

No previous action on this grant since this is a new grant.

Background/Issues & Analysis

This grant will be leveraged with CCHHS existing Core Tobacco (federal funds) and Funds for Healthy Nevada (state funds).

The scope of work under this grant includes the following tasks:

- (1) Assist with the development of one state-wide media and outreach plan to provide consistent evidenced-based messaging regarding the health risks of e-cigarette use and aerosol exposure;
- (2) Assist partners and schools with policy implementation to decrease youth tobacco e-cigarette/vaping use;
- (3) Provide education to at least two groups of youth influencers about the risks of e-cigarette use among youth/young adults;
- (4) Develop a plan to reach at least 50% of Carson City's pediatric, primary care providers with education and resources about the risks of tobacco e-cigarette use among youth and young adults;

- (5) Work with statewide partners on implementation of at least one regulation to reduce youth use of tobacco, e-cigarette, and vaping products;
- (6) Work with tobacco prevention partners to identify/develop at least one e-cigarette surveillance, research, and/or evaluation tool to obtain local continuous data; and,
- (7) Participate in two required technical assistance/evaluation calls, and timely submit two progress reports through the grant term.

There is no match required. No additional full time staff will be hired. The existing coordinator of the Tobacco Control and Prevention Program will oversee the objectives and activities performed by contract staff and local coalitions.

Applicable Statute, Code, Policy, Rule or Regulation

Senate Bill 263 of the 2019 Legislative Session

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Vaping/SB263 - G680020038

Is it currently budgeted? No

Explanation of Fiscal Impact: This new grant, if accepted, will be tracked in the grant fund, along with the other Health Grants. No grant match is required. No additional full-time city staff will be hired. The Department of Public and Behavioral Health has issued a retroactive letter authorizing funds to be spent beginning on February 1, 2020, although no funds have been spent to date.

Alternatives

Do not authorize acceptance of the grant award.

Attachments:

[SB263 Youth Vaping 17562 NOA Feb20-Jun21.pdf](#)

[SB263_EN.pdf](#)

Board Action Taken:

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

(Vote Recorded By)



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

Agency Ref. #: **HD 17562**
 Budget Account: 3220
 Category: 27
 GL: 8501
 Job Number: GFUNDT20

NOTICE OF SUBAWARD

Program Name: Tobacco Control Program Chronic Disease Prevention and Health Promotion (CDPHP) Bureau of Child, Family and Community Wellness (CFCW)	Subrecipient's Name: Carson City Health and Human Services (CCHHS)
Address: 4150 Technology Way, Suite #210 Carson City, NV 89706-2009	Address: 900 East Long St. Carson City, NV 89706
Subaward Period: February 1, 2020 through June 30, 2021	Subrecipient's: EIN: <u>88-6000189</u> Vendor #: <u>T80990941J</u> Dun & Bradstreet: <u>073787152</u>

Purpose of Award: To support education, trainings, outreach, and messaging to decrease youth tobacco and e-cigarette/vaping use in Carson City.

Region(s) to be served: Statewide Specific county or counties: Carson City

Approved Budget Categories:		FEDERAL AWARD COMPUTATION:		
1. Personnel	\$22,424.00	Total Obligated by this Action:	\$	0.00
2. Travel	\$772.00	Cumulative Prior Awards this Budget Period:	\$	0.00
3. Operating	\$6,504.00	Total Federal Funds Awarded to Date:	\$	0.00
4. Equipment	\$0.00	Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	\$	0.00
5. Contractual/Consultant	\$78,286.00	Amount Required this Action:	\$	0.00
6. Training	\$0.00	Amount Required Prior Awards:	\$	0.00
7. Other	\$1,700.00	Total Match Amount Required:	\$	0.00
TOTAL DIRECT COSTS	\$109,686.00	Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		
8. Indirect Costs	\$10,969.00			
TOTAL APPROVED BUDGET	\$120,655.00			

FOR AGENCY USE, ONLY

Source of Funds: State General Funds	% Funds: 100%	CFDA: N/A	FAIN: N/A	Federal Grant #: N/A	Grant Award Date by Federal Agency: N/A
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Agency Approved Indirect Rate: 7.9% **Subrecipient Approved Indirect Rate:** 10%

Terms and Conditions:
 In accepting these grant funds, it is understood that:

- This award is subject to the availability of appropriate funds.
- Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.
- Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented
- Subrecipient must comply with all applicable Federal regulations
- Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
- Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents: Section A: Grant Conditions and Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements; Section D: Request for Reimbursement;	Section E: Audit Information Request; Section F: Current/Former State Employee Disclaimer; Section G: DHHS Business Associate Addendum; and Section H: Staff Certification
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Name	Signature	Date
Robert Crowell Mayor		
Candice McDaniel, MS Bureau Chief, CFCW		
for Lisa Sherych Administrator, DPBH		

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

**SECTION A
GRANT CONDITIONS AND ASSURANCES**

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.
2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.
 - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

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

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
8. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

10. No funding associated with this grant will be used for lobbying.
11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
13. An organization receiving grant funds through the Department of Health and Human Services shall not use grant funds for any activity related to the following:
 - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation; or
 - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation;
 - The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propoganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
14. An organization receiving grant funds through the Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
 - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

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

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

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

SECTION B

Description of Services, Scope of Work and Deliverables

Carson City Health and Human Services, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for CCHHS

**Year One Annual Scope of Work
February 1, 2020 through June 30, 2020**

Goal 1: First, Do No Harm Strategies: <i>Comprehensive Plan for “precautionary approach” Provide consistent and evidence-based messages about health risks of e-cig use and exposure to aerosols</i>					
Annual Objectives	Activities	Outputs (Budget)	Timeline Begin/End	Evaluation Measure (indicator)	Responsible Persons
1.1 By June 30, 2020 participate in NTPC planning meetings to help guide the development and implementation of one media and outreach plan which will provide consistent and evidence-based messages about youth health risks of e-cigarettes use and aerosol exposure.	1.1.1 Participate in at 90% of NTPC committee planning to collaborate with statewide partners on the development and planning of the statewide prevention campaign.	Media and outreach plan List of meetings attended	Feb 2020 – June 2020	# of NTPC media meetings scheduled # of NTPC media meetings attended	Project Coordinator/ Public Health Program Specialist
	1.1.2 Collaborate and communicate with NTPC media coordinator at least once every month to monitor media and outreach in Carson City.	Tracking tool List of calendar dates of meetings with media coordinator	Feb 2020 – June 2020	# of collaborations and communications made with NTPC media coordinator	Project Coordinator/ Public Health Program Specialist
1.2 By June 30, 2020 Assist partners, and schools with at least one effort to improve policy implementation that will decrease youth tobacco e-cigarette/vaping use.	1.2.1 Hold at least one initial planning meeting with the school district and other youth-focused organizations to identify effective messaging and venues for educational session for parents about harms of e-cigs, signs and symptoms of vaping related illness, and cessation resources.	List of parent e-cigarette and vaping education messages, resources, and materials	Feb 2020 – June 2020	# of meetings held with school district # of materials identified/ developed # of materials identified/ developed useful for parents' education # of parent groups educated via schools (if any)	Project Coordinator/ Public Health Program Specialist
	1.2.2 Identify at least three K-12 schools or other youth-focused organizations to improve youth tobacco prevention policies, knowledge of current products and policies, and/or implementation of current policies.	Model policy to be shared Identification survey of tobacco products List of schools and contacts List of school policies	Feb 2020 – June 2020	# of schools or organizations identified	Project Coordinator/ Public Health Program Specialist

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

	1.2.3 Identify and begin recruitment efforts for at least 3 (three) youth role models (i.e. coaches, club leaders, church youth staff, etc.) who could effectively provide youth information about the risks of tobacco e-cigarettes/vaping.	List of youth role models # recruitment strategies implemented # of youth role models contacted Training materials developed	Feb 2020 – June 2020	# by type of youth role models identified # of training curriculums for youth role models	Project Coordinator/ Public Health Program Specialist
	1.2.4 Develop a toolkit to distribute to at least three local K-12 schools or youth-focused organizations that provides guidance on implementation of best practice policies and resources to prevent and decrease youth tobacco e-cig/vaping use in schools.	K-12 school and youth focused prevention toolkit	Feb 2020 – June 2020	# of school toolkits drafted # of school toolkits approved by DPBH # and list of schools targeted for distribution # of toolkits delivered	Health Educator K-12 school tool kit Quarterly Reports

Goal 2: Provide Information about the Dangers of E-Cigarette Use among Youth and Young Adults					
Strategies: <i>Educate parents, teachers, coaches, influencers of youth about the risks of e-cig use among youth/young adults</i> <i>Educate health professionals about the risks of e-cig use among youth/young adults</i> <i>Educate youth/young adults about the risks of e-cig use</i>					
Annual Objectives	Activities	Outputs (Budget)	Timeline Begin/End	Evaluation Measure (indicator)	Responsible Persons
2.1. By June 30, 2020 Provide education to at least two (2) groups of youth influencers education about the risks of e-cigarette use among youth/young adults.	2.1.1 Develop at least 1 (one) presentation to educate and provide technical assistance to teachers, school nurses, counselors, and/or administrators about e-cigarette use, signs, symptoms of vaping related lung illness, and cessation resources.	School staff e-cigarette and vaping education messages and materials List of education resources List of key groups of youth influencers	Feb 2020 – June 2020	# of educational opportunities identified # of presentations prepared # of technical assistance provided	Project Coordinator/Public Health Program Specialist
	2.1.2 Provide technical assistance to at least three schools and other youth-focused organizations to educate parents about harms of e-cigs and how to support youth cessation.	Messages and materials TA provided TA tracking report	Feb 2020 – June 2020	# of materials identified/ developed # of parents and/or parent groups educated	
	2.1.3 Identify at least three youth role models (i.e. coaches, club leaders, church youth staff, etc.) who can provide messages to youth about risks of e-cigs.	List of youth role models	Feb 2020 – June 2020	# of youth role models identified	
	2.1.4 Work with at least two coalitions to educate youth and young adults about risks of e-cigarettes and aerosol exposure.	Youth advisory council plan created	Feb 2020 – June 2020	# of advisory council plans	Project Coordinator/Public Health Program Specialist

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

2.2 Through June 30, 2021 develop a plan to reach at least 50% of Carson City Pediatric, primary care physician (PCP) providers with education and resources about the risks of tobacco e-cigarette use among youth/young adults.	2.2.1 Identify at least 50% pediatric and PCP providers in Carson City who see youth and young adults	List of pediatric and PCP in Carson City	Feb 2020 – June 2020	# of pediatric and PCP health care providers in CCHHS # of pediatric and PCP health care providers in CCHHS identified	Project Coordinator/Public Health Program Specialist
	2.2.2 Research to develop fact sheet on prevalence of e-cigarettes, statistics, EVALI, cessation resources to educate providers serving youth and young adults.	Research report	Feb 2020 – June 2020	# of best-practice	Project Coordinator/Public Health Program Specialist
	2.2.3 Prioritize and list providers to target for educational materials	List of prioritized providers	Feb 2020 – June 2020	# of providers on the list	Project Coordinator/Public Health Program Specialist

Goal 3: Continue to Regulate E-Cigarettes at the Federal Level to Protect Public Health					
Strategies: <i>Implement FDA regulatory authority over manufacturing, marketing, and distribution of e-cigs. Reinforce other federal agencies as they implement programs and policies to address e-cigs.</i>					
Annual Objectives	Activities	Outputs (Budget)	Timeline Begin/End	Evaluation Measure (indicator)	Responsible Persons
3.1 Through June 30, 2020 work with statewide partners on Implementation of at least one (1) <u>regulation</u> to reduce youth use of tobacco/e-cigs/vaping products.	3.1.1 Participate in at least three NTPC planning and decision-making meetings related to regulations proven to reduce youth use.	Meeting notes	Feb 2020 – June 2020	# of statewide strategies identified	Project Coordinator/Public Health Program Specialist
	3.1.2 Work with at least two substance abuse prevention partners through participation in established groups (i.e., Partnership Carson City and Partnership Douglas County, High Schools) to coordinate efforts in education and policy to decrease youth use.	Meeting notes	Feb 2020 – June 2020	# strategies/policy/education efforts identified # of strategies/policy and education efforts implemented	Project Coordinator/Public Health Program Specialist

Goal 4: Expand Surveillance, Research, and Evaluation Related to E-Cigarettes					
Strategies: <i>Improve the quality, timeliness, and scope of e-cig surveillance, research, and evaluation. Address surveillance, research, and evaluations gaps related to e-cigs.</i>					
Annual Objectives	Activities	Outputs (Budget)	Timeline Begin/End	Evaluation Measure (indicator)	Responsible Persons
6.1 By June 30, 2020 work with tobacco prevention partners to identify/develop at least one (1) e-cig <u>surveillance, research, and/or</u>	6.1.1 Communicate with community and tobacco prevention partners to monitor community youth or young adults	Meeting notes/agendas	Feb 2020 – June 2020	# of meetings/interactions # of potential data sets	Project Coordinator/Public Health Program Specialist

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

evaluation tool to obtain local continuous data.	6.1.2 Identify and implement surveillance opportunities to monitor trends in product use, risk factors/behaviors and public health outcome to produce quantitative data on local youth use.	Research on available data	Feb 2020 – June 2020	List of potential data sets identified	Project Coordinator/Public Health Program Specialist
	6.1.3 Identify measures to include in a data report utilizing acquired data.	Data report	Feb 2020 – June 2020	# of reports developed and distributed	Project Coordinator/Public Health Program Specialist

Goal 5: Maintain consistent communication with CDPHP and create a SOW for the upcoming SFY					
Annual Objectives	Activities	Outputs (Budget)	Timeline Begin/End	Evaluation Measure (indicator)	Responsible Persons
7.1 Through June 30, 2020 participate in two (2) required TA/Evaluation calls, two (2) required group calls, and timely submit two (2) progress reports.	7.1.1 Participate on all required one-on-one technical assistance calls with CDPHP and provide regular program updates.	TA Notes Action items	Feb 2020 – June 2020	# of calls scheduled # of calls attended	Project Coordinator
	7.1.2 Participate in all required quarterly group calls to collaborate with other partners and discuss progress.	Agenda Call notes	Feb 2020 – June 2020	# of group calls attended	Project Coordinator
	7.1.3 Provide quarterly progress reports (2 total reports in Y1) documenting any barriers/challenges any noted successes.	Quarterly progress reports	Feb 2020 – June 2020	# of progress reports submitted	Project Coordinator
	7.1.4 To sustain the program, create a SOW for SFY21 in partnership with CDPHP. A formal amendment will be made to subaward to add year 2 SOW.	Y2 Scope of Work	Feb 2020 – June 2020	Signed scope of work	Project Coordinator

**Year Two Annual Scope of Work Guidelines
July 1, 2020 to June 30, 2021**

Grantee agrees to provide a work plan during the Grant Term outlining continuing activities and/or new activities to be conducted using the provided work plan template, consistent with the guidelines and direction provided by the Chronic Disease Prevention and Health Promotion (CDPHP) Tobacco Control Program (TCP) and Awardee Program Manager.

Component	Scope of Work Priority
1	Provide consistent and evidenced based messages about the health risks of e-cigarettes and exposure to secondhand smoke aerosols. Participate in Nevada Tobacco Prevention Coalition (NTPC) planning meetings to help guide the development and implementation of one media and outreach plan which will provide consistent and

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

	evidence-based messages about youth health risks of e-cig use and aerosol exposure.
2	Provide information about the dangers of e-cigarette use among youth and young adults and provide prevention education and resource outreach to educators, parents, health care providers, among other influencers.
3	Continue to regulate E-cigarettes to reduce youth use.
6	Improve the quality, timeliness, and scope of e-cig surveillance, research, and evaluation Address surveillance, research, and evaluation gaps related to e-cigs.
7	Keep consistent communication with the Chronic Disease Prevention and Health Promotion section with program developments. Participate in two required Technical Assistance (TA)/evaluation calls, two required group calls, and submit two progress reports.

- Component 1 activities will address the following state and national tobacco prevention and control goals: Goal 1: Implement a comprehensive strategy to address e-cigarettes that will avoid adverse consequences and give careful consideration to the risks for youth and young adults and provide consistent and evidenced based messages about the health risks of e-cigarettes and exposure to secondhand smoke aerosols. The scope of activities must support one (1) objective that identifies schools within Carson City to improve youth tobacco prevention policies, knowledge and implementation of current policies, and the development of a guidance toolkit of best practices policies and resources to prevent and decrease youth tobacco e-cig/vaping use in schools.
- Component 2 activities will educate parents, teachers, coaches, influencers of youth about the risks of e-cig use among youth/young adults through the development of presentations and messaging to educate and provide technical assistance to school personnel and identify effective messaging and venues for education session for parents about the harms of e-cigarettes.
- Component 3 activities will continue work with statewide partners on policy development and implementation to decrease youth use of e-cigarettes and vaping.
- Component 6 activities will continue to improve the quality, timeliness, and scope of e-cig surveillance, research, and evaluation and address surveillance, research, and evaluations gaps related to e-cigarettes.
- Component 7 activities will provide consistent program progress reporting and communication with CDPHP and the TCP.
- Grantee shall provide to CDPHP, through Manager, an annual work plan based on the scope of work guidelines by April 15, 2020. Grantee agrees to provide a work plan during the Grant Term outlining continuing activities and/or new activities to be conducted using the provided work plan template, consistent with the guidelines and direction provided by CDPHP and Manager.

Awardee shall submit quarterly and annual reports electronically to the CDPHP Tobacco Control Program Coordinator or Section designee. Reports must include Communications and Media reporting that align with the approved activities and objectives.

Deliverables:

- 1) Compile/complete reports outlined throughout the Scope of Work's objectives and activities by target deadlines, including but not limited to:
 - 7.1.3- Progress Reports on quarterly basis documenting any barriers, successes, progress and TA Requests.
- 2) Technical Assistance Calls
 - TA calls will be held on Fourth Thursday day of April and July, and Group calls will be held on Last Friday of every three months. **Participation on all calls is required.** Calls can be rescheduled with the Tobacco Control Program Coordinator. Specific conference call number and passcode will be provided on the agenda, 24-48 hours in advance.
- 3) Reporting Schedule:

Awardee shall provide to the Chronic Disease Prevention & Health Promotion (CDPHP) Section an annual Work Plan within 30 days of receiving Notice of Subgrant Award and scope of work. Submit quarterly and annual reports electronically to the CDPHP Tobacco Control Program Coordinator or Section designee. Reports must include Communications and Media reporting that align with the approved activities and objectives.
- 4) Quarterly Reports
 - o Q1 Report (Feb 1, 2020- March 31, 2020) due April 15, 2020
 - o Q2 Report (April 1, 2020- June 30, 2020) due July 15, 2020

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

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

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through State General Funds. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by State General Funds.

Subrecipient agrees to adhere to the following budget:

BUDGET NARRATIVE

Budget Year 1 – February 1, 2020 through June 30, 2020

Total Personnel Costs	including fringe	Total:	\$6,595
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	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
Toni Orr, Public Health Nurse; Program Coordinator	\$ 73,413.00	43.74%	15.00%	5	41.67%	\$6,595

Oversees the Prevention Coordinator and Community Health Worker

Total Fringe Cost	\$2,007	Total Salary Cost:	\$4,588
Total Budgeted FTE	0.15000		

Travel	Total:	\$312
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In-State Travel **\$312**

	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>	
<u>Nevada Mileage</u>					
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.575	543		1	\$312

Justification: Contracted Public Health Educator and Program Coordinator mileage for program outreach and meetings.

Operating	Total:	\$5,177.00
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Start Up Office Supplies	\$250.00
Office supplies \$20 amount x 5 of mo.	\$100.00
Office Furniture - initial set up	\$750.00
Microsoft Office software	\$367.00
Communications - Mobile MiFi (Hot Spot) - \$30/monthly x 5 of mo.	\$150.00
Communications - Cell phone and service - Pay as you go (\$60 phone and \$30 service x 5 mo.)	\$210.00
Desktop Computer - New set-up	\$1,600.00
Laptop to be used for outreach - New set-up	\$1,750.00

Justification: Start up office supplies and office furniture are needed since hiring a new contract position. Office Supplies and communications are for completing the activities within the scope of work.

Equipment	Total:	\$0
Contractual		\$32,195

Name of Contractor, Subrecipient: New Position – Community Health Worker (CHW)	Total	\$9,795
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**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

Method of Selection: One of the contract staffing agencies approved by the Carson City Board of Supervisors (Marathon Staffing, Manpower, Acro Service Corp. or Talent Framework)

Period of Performance: 2/1/2020 - 6/30/2020

Scope of Work: Job Description: This position directs the operation of the scope of work; responsible for implementation of project activities, coordination with other agencies, development of materials, provisions of in-services and training, conducting meetings; designs and directs the gathering, tabulating and interpreting of required data, responsible for program evaluation; and is the responsible authority for ensuring necessary reports/documentation are submitted to project coordinator and/or grantor. This position relates to all program objectives.

* Sole Source Justification: N/A

Budget

Personnel - 20 hours/week x \$22.78 x 21.5 weeks (34% agency fee added)	\$9,795.00
Total Budget	\$9,795.00

Method of Accountability:

Define - Project Coordinator is responsible for supervising the contract employee. Progress and performance are achieved by weekly timesheets, regular in-person meeting to discuss projects, and documentation of activities and progress for quarterly reports.

Name of Contractor: Media Company Total \$15,000

Method of Selection: One oral or written quote is needed; Prior history with organization

Period of Performance: 2/1/2020 - 6/30/2020

Scope of Work: Media company that assists CCHHS with social media and website updating/posting and tracking of analytics. Creation of youth friendly infographics, short videos, social media advertisements.

* Sole Source Justification: N/A

Budget

Cost of Services explained in Scope of Work	\$15,000.00
Total Budget	\$15,000.00

Method of Accountability: Posting and websites are monitored for appropriateness of material. Materials that are posted by company within present parameters. Performance of the contractor are reviewed monthly. The program coordinator and department director are responsible for supervising the contract.

Name of Contractor: Local Coalitions Total \$7,400

Method of Selection: Carson City and Douglas County each have one coalition we work with

Period of Performance: 2/1/2020 - 6/30/2020

Scope of Work: Collaborate with coalitions to work on vaping projects during the project period. Creation of youth friendly infographics, short videos, social media advertisements.

* Sole Source Justification: N/A

Budget

Cost of Services explained in Scope of Work	\$7,400.00
Total Budget	\$7,400.00

Method of Accountability: Coalition staff will collaborate with staff within grant on project. Coalition will provide documentation for accountability and grant reporting.

<u>Training</u>	Total:	\$0
<u>Other</u>	Total:	\$850
Nevada Public Health Association (NPHA) memberships: \$50/staff x 2 staff	\$100	
Evidenced Based Smoking/Vaping Program to assist school district with education/programs	\$750	

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

Justification: NPHA memberships are to keep staff updated on new information if available and to provide networking opportunities with other members of public health organizations. The evidenced based smoking/vaping program is to assist staff with providing education or a program to local school districts

TOTAL DIRECT CHARGES	\$45,129
Indirect Charges	\$4,513
Indirect Rate:	10.000%
Indirect Methodology: Indirect of 10% is calculated from the Total Direct Charges. Some of these funds are used for fiscal support of the grant, along with other indirect charges.	
YEAR 1 TOTAL BUDGET	Total: \$49,642

Budget Year 2 – July 1, 2020 through June 30, 2021

Total Personnel Costs	including fringe	Total:	\$15,829
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	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
<u>Toni Orr, Public Health Nurse; Program Coordinator</u>	\$73,413.00	43.74%	15.00%	12	100.00%	\$15,829

Oversees the Prevention Coordinator and Community Health Worker

Total Fringe Cost	\$4,817	Total Salary Cost:	\$11,012
Total Budgeted FTE	0.15000		

Travel	Total:	\$460
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In-State Travel					\$460
<u>Nevada Mileage</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>	
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.575	800		1	\$460

Justification: Contracted Public Health Educator and Program Coordinator mileage for program outreach and meetings.

Operating	Total:	\$1,327.00
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Office supplies \$20 amount x 12 of mo.	\$240.00
Microsoft Office software	\$367.00
Communications - Mobile MiFi (Hot Spot) - \$30/monthly x 12 of mo.	\$360.00
Communications - Cell phone and service - Pay as you go (\$30 service x 12 mo.)	\$360.00
Justification: Start up office supplies and office furniture are needed since hiring a new contract position. Office Supplies and communications are for completing the activities within the scope of work.	

Equipment Contractual	Total:	\$0 \$46,091
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Name of Contractor, Subrecipient: CHW	Total	\$23,691
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Method of Selection: One of the contract staffing agencies approved by the Carson City Board of Supervisors (Marathon Staffing, Manpower, Acro Service Corp. or Talent Framework)

Period of Performance: 7/1/2020 - 6/30/2021

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

Scope of Work: Job Description: This position directs the operation of the scope of work; responsible for implementation of project activities, coordination with other agencies, development of materials, provisions of in-services and training, conducting meetings; designs and directs the gathering, tabulating and interpreting of required data, responsible for program evaluation; and is the responsible authority for ensuring necessary reports/documentation are submitted to project coordinator and/or grantor. This position relates to all program objectives.

* Sole Source Justification: N/A

Budget

Personnel - 20 hours/week x \$22.78 x 52 weeks (34% agency fee added)	\$23,691.00
Total Budget	\$23,691.00

Method of Accountability:

Define - Project Coordinator is responsible for supervising the contract employee. Progress and performance are achieved by weekly timesheets, regular in-person meeting to discuss projects, and documentation of activities and progress for quarterly reports.

Name of Contractor: Media Company Total \$15,000

Method of Selection: One oral or written quote is needed; Prior history with organization

Period of Performance: 7/1/2020 - 6/30/2021

Scope of Work: Media company that assists CCHHS with social media and website updating/posting and tracking of analytics. Creation of youth friendly infographics, short videos, social media advertisements.

* Sole Source Justification: N/A

Budget

Cost of Services explained in Scope of Work	\$15,000.00
Total Budget	\$15,000.00

Method of Accountability: Posting and websites are monitored for appropriateness of material. Materials that are posted by company within present parameters. Performance of the contractor are reviewed monthly. The program coordinator and department director are responsible for supervising the contract.

Name of Contractor: Local Coalitions Total \$7,400

Method of Selection: Carson City and Douglas County each have one coalition we work with

Period of Performance: 7/1/2020 - 6/30/2021

Scope of Work: Collaborate with coalitions to work on vaping projects during the project period. Creation of youth friendly infographics, short videos, social media advertisements.

* Sole Source Justification: N/A

Budget

Cost of Services explained in Scope of Work	\$7,400.00
Total Budget	\$7,400.00

Method of Accountability: Coalition staff will collaborate with staff within grant on project. Coalition will provide documentation for accountability and grant reporting.

<u>Training</u>	Total:	\$0
<u>Other</u>	Total:	\$850

Nevada Public Health Association (NPHA) memberships: \$50/staff x 2 staff	\$100
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Evidenced Based Smoking/Vaping Program to assist school district with education/programs	\$750
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Justification: NPHA memberships are to keep staff updated on new information if available and to provide networking opportunities with other members of public health organizations. The evidenced based smoking/vaping program is to assist staff with providing education or a program to local school districts

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

TOTAL DIRECT CHARGES			\$64,557
Indirect Charges	Indirect Rate:	10.000%	\$6,456
Indirect Methodology: Indirect of 10% is calculated from the Total Direct Charges. Some of these funds are used for fiscal support of the grant, along with other indirect charges.			
YEAR 2 TOTAL BUDGET			Total: \$71,013

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

Applicant Name: Carson City Health and Human Services

Form 2

YEAR 1 PROPOSED BUDGET SUMMARY

A. PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS

FUNDING SOURCES	GMU	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	\$49,642								\$49,642

EXPENSE CATEGORY

Personnel	\$6,595								\$6,595
Travel	\$312								\$312
Operating	\$5,177								\$5,177
Equipment	\$0								\$0
Contractual/Consultant	\$32,195								\$32,195
Training	\$0								\$0
Other Expenses	\$850								\$850
Indirect	\$4,513								\$4,513

TOTAL EXPENSE	\$49,642	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$49,642
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These boxes should equal 0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Indirect Cost	\$4,513
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Total Agency Budget	\$49,642
Percent of Subrecipient Budget	100%

B. Explain any items noted as pending:

N/A

C. Program Income Calculation:

N/A

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

Applicant Name: Carson City Health and Human Services

Form 2

PROPOSED BUDGET SUMMARY

A. PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS

FUNDING SOURCES	GMU	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	\$71,013								\$71,013

EXPENSE CATEGORY

Personnel	\$15,829								\$15,829
Travel	\$460								\$460
Operating	\$1,327								\$1,327
Equipment	\$0								\$0
Contractual/Consultant	\$46,091								\$46,091
Training	\$0								\$0
Other Expenses	\$850								\$850
Indirect	\$6,456								\$6,456

TOTAL EXPENSE	\$71,013	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$71,013
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These boxes should equal 0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Indirect Cost	\$6,456
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Total Agency Budget	\$71,013
Percent of Subrecipient Budget	100%

B. Explain any items noted as pending:

N/A

C. Program Income Calculation:

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

- Department of Health and Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Reimbursement may be requested monthly for expenses incurred in the implementation of the Scope of Work, within 15 days of the end of the previous month and no later than 15 days from the end of the subaward period which is **Year 1 - June 30, 2020 and which is Year 2 - June 30, 2021;**
- Total reimbursement through this subaward will not exceed \$120,655.00;
- Per SB263, any funds not used in year one (1) can be rolled into the year two (2) budget;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Invoices may not be approved for payment until the program coordinator receives the appropriately timed progress reports;
- The Department reserves the right to conduct a site visit regarding this subaward and deliverables. If deliverables are not met for this subaward period, then the Department is not obligated to issue continuation funding; and
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 15 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 30-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 30-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- To provide technical assistance as needed and upon request;
- To provide prior approval of reports/documents to be developed per the Scope of Work;
- To forward necessary reports to stakeholders;
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- A site visit may be conducted during the subaward period.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due monthly, based on the terms of the subaward agreement, no later than the 15th of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

CDPHP and Nevada Wellness Attribution Requirements:

Subrecipients are required to include two key attributions to any publication, promotional item, or media paid for through this subaward: 1) Funding attribution and 2) Nevada Wellness Logo.

Funding Attribution

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Division of Public and Behavioral Health through Grant Number 5 NU58DP006624-02 from the Centers for Disease Control and Prevention (CDC). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Division nor the CDC."

Any activities performed under this subaward shall acknowledge the funding was provided through the Division by Grant Number 5 NU58DP006624-02 from the Centers for Disease Control and Prevention.

Nevada Wellness Logo

Use of this logo may not be for any other commercial purpose without permission from the Chronic Disease Prevention and Health Promotion Section within the Nevada Division of Public and Behavioral Health. User groups may not use the Nevada Wellness logo to profit and must comply with usage guidelines. Nevada Wellness is a registered trademark of the CDPHP Section within the Nevada Division of Public and Behavioral Health. Derivative versions of the Nevada Wellness logo are generally prohibited, as they dilute the Nevada Wellness brand identity. Please contact Health Promotions for any questions regarding usage guidelines at cdphp@health.nv.gov.

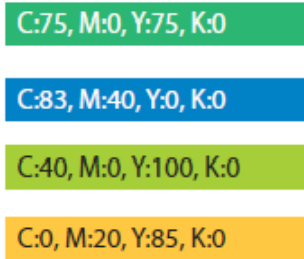
Usage Guidelines

- **Logo Elements:** The logo consists of two figures with a background of a mountain and sun, with the words "Nevada Wellness" below. These elements cannot be used separately.
- **Size Elements:** The size specifications for the logo are as follows: 303px width x 432px height or 4.208in width x 6in height. Resolution should be set at 72 or higher.
- **Spatial Elements:** The logo should appear unaltered in every application and should not be stretched or have a drop shadow or any other effect applied. Any secondary logos or images surrounding the logo should be of sufficient contrast so that the logo is not crowded or obscured. There must be a minimum of one quarter inch (1/4) clear space around the logo. The logo should be proportional to the size of your publication, promotional item, or website.
- **Font:** Industria LT Std
- **Logo Color:** The printed logo should always appear in the colors listed below or in black & white. When printing or placing the logo on a field that is low contrast, the logo should have a white outline.

○ **PMS Colors:**



○ **CMYK Colors:**



○ **RGB Colors:**

RGB Colors

Green: R: 43 G: 182 B: 115

Blue: R: 2 G: 130 B: 198

Lime Green: R: 166 G: 206 B: 57

Yellow: R: 255 G: 200 B: 67

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD
SECTION D**

Agency Ref. #: **HD 17562**
 Budget Account: 3220
 GL: 8501
 Draw #: _____

Request for Reimbursement

Program Name: Tobacco Control Program Chronic Disease Prevention and Health Promotion (CDPHP) Bureau of Child, Family and Community Wellness (CFCW)	Subrecipient's Name: Carson City Health and Human Services (CCHHS)
Address: 4150 Technology Way, Suite #210 Carson City, NV 89706-2009	Address: 900 East Long St. Carson City, NV 89706
Subaward Period: February 1, 2020 through June 30, 2021.	Subrecipient's: EIN: 88-6000189 Vendor #: T80990941J

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

(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	\$22,424.00	\$0.00	\$0.00	\$0.00	\$22,424.00	0.0%
2. Travel	\$772.00	\$0.00	\$0.00	\$0.00	\$772.00	0.0%
3. Operating	\$6,504.00	\$0.00	\$0.00	\$0.00	\$6,504.00	0.0%
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$78,286.00	\$0.00	\$0.00	\$0.00	\$78,286.00	0.0%
6. Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Other	\$1,700.00	\$0.00	\$0.00	\$0.00	\$1,700.00	0.0%
8. Indirect	\$10,969.00	\$0.00	\$0.00	\$0.00	\$10,969.00	0.0%
Total	\$120,655.00	\$0.00	\$0.00	\$0.00	\$120,655.00	0.0%

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

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

Authorized Signature _____ Title _____ Date _____

FOR Department USE ONLY

Is program contact required? Yes No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

Chief (as required): _____ Date _____

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).

2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO

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

4. What is the official name of your organization? _____

5. How often is your organization audited? _____

6. When was your last audit performed? _____

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

8. Which accounting firm conducted your last audit? _____

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

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION F

Current or Former State Employee Disclaimer

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

The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

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

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

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

Name	Services
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as the "Covered Entity"

and

Carson City Health and Human Services

Hereinafter referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of HIPAA and the HITECH Act, this Addendum is hereby added and made part of the agreement 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 agreement. 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 agreement and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 ("the HITECH Act"), and regulation promulgated there under by the U.S. Department of Health and Human Services (the "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, the HITECH Act, the Privacy Rule and Security Rule; and

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

WHEREAS, the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule require the Covered Entity to enter into an agreement containing specific requirements of the Business Associate prior to the disclosure of protected health information, as set forth in, but not limited to, 45 CFR Parts 160 & 164 and Public Law 111-5.

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 shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
2. **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.
3. **CFR** stands for the Code of Federal Regulations.
4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
5. **Covered Entity** shall mean the name of the Department 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.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity 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 the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
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 the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, 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 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. 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 45 CFR 164.530(f) and 164.530(e)(1).
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 the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become 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 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 with providing such information to the Secretary or other federal or state oversight agency. 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 or HITECH laws or regulations. Reference 42 USC 17937.
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 agreement, Addendum or the Privacy and Security Rules. 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 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. 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 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 has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 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 45 CFR 164.408 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 42 USC 17934, 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 accesses, maintains, creates, retains, modifies, records, stores, destroys, 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 agreement or Addendum, available to the Covered Entity, at no cost

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

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 of HIPAA, the Privacy and Security Rule, the HITECH Act, 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 42 USC 17935 and 45 CFR 164.514(d)(3).
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 and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
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 accesses, maintains, creates, retains, modifies, records, stores, destroys, 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 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. 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 agreement 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 under 45 CFR 164.530(e)(2)(f).
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 at 45 CFR 160 and 164 and Public Law 111-5; 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 agreement 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 the HIPAA Privacy and Security Rule and the HITECH Act.

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 agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e) (2) (i) and 42 USC 17935 and 17936.
- b. Except as otherwise limited by 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 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
- c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any 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. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

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 42 USC 17935.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. **OBLIGATIONS OF 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 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

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 45 CFR 164.522 and 42 USC 17935, 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 the HIPAA Privacy and Security Rule and the HITECH Act, 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 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 Agreement.** The Business Associate agrees that the Covered Entity may immediately terminate the agreement 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 the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, 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 the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. 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, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule 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.

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

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD
SECTION H
Staff Certification

Carson City Health and Human Services
STAFF CERTIFICATION ATTESTING TO TIME (Level of Effort) SPENT ON DUTIES
For the Period February 1, 2020 through June 30, 2021

Employee Name	Title	HD XXXXX	% time (level of effort) spent on duties related to	% time (level of effort) spent on	% time (level of effort) spent on	% time (level of effort) spent on	Total must equal 100%	I certify that the % of time (level of effort) I have stated is true and correct Employee Signature	Date Certified
						0.00%			

Note: The Notice of Subgrant Award received from the State of Nevada provides funding for the employees above. All duties performed by these employees support the objectives/deliverables of the federal award.

Authorized Official Name	Title	Signature	Date

These certification forms must be prepared at least Quarterly and signed by the employee and an authorized official having firsthand knowledge of the work performed by the employee.

Note: Add columns as needed to reflect % allocation across all funding sources.

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

Senate Bill No. 263—Senators Ratti, Seevers Gansert,
Dondero Loop and Parks

CHAPTER.....

AN ACT relating to public health; requiring that certain vapor products and alternative nicotine products be taxed and regulated as other tobacco products; revising provisions related to the areas in which smoking is prohibited; revising provisions pertaining to the sale or distribution of cigarettes, cigarette paper, tobacco, products made or derived from tobacco, vapor products and alternative nicotine products to persons under the age of 18 years; providing penalties; making appropriations; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

Existing law authorizes the Department of Taxation to regulate and collect a tax on cigarettes and other tobacco products. (Chapter 370 of NRS) **Sections 1.7 and 2** of this bill provide that certain alternative nicotine products and vapor products, including electronic cigarettes, cigars, cigarillos, pipes, hookahs, vape pens and similar products or devices and their components, are regulated and taxed as other tobacco products. Because this bill regulates and taxes such vapor products as other tobacco products, wholesale and retail dealers of those vapor products would be required to obtain a license from the Department and wholesale dealers of those vapor products would be required to pay a tax of 30 percent of the wholesale price of those products. (NRS 370.445, 370.450)

The Nevada Clean Indoor Air Act was proposed by an initiative petition and approved by the voters at the 2006 General Election. The Act generally prohibits smoking tobacco within indoor places of employment, within school buildings and on school property, but allows smoking tobacco in certain areas or establishments. (NRS 202.2483) **Section 7.1** of this bill defines “smoking” and expressly applies the Nevada Clean Indoor Air Act to the use of an electronic smoking device.

Existing law prohibits a person from selling, distributing or offering to sell cigarettes, cigarette paper, tobacco of any description, products made or derived from tobacco, vapor products or alternative nicotine products to any person under the age of 18 years. (NRS 202.2493) For the purposes of this prohibition, existing law defines “vapor products” to include only products containing nicotine that produce a vapor from nicotine in a solution or other form. (NRS 202.2485) **Section 7.3** of this bill extends this definition to include products containing other substances, the use or inhalation of which simulates smoking, and certain associated devices and components.

Under existing law, a person who sells, distributes or offers to sell cigarettes, cigarette paper, tobacco of any description, products made or derived from tobacco, vapor products or alternative nicotine products to a person under the age of 18 years is punished by a criminal fine of not more than \$500 and a civil penalty of not more than \$500. (NRS 202.2493) **Sections 1 and 7.5** of this bill: (1) remove the criminal penalties for violating this prohibition and, instead, authorize the Department to impose a civil penalty on a person who sells, distributes or offers to sell cigarettes, cigarette paper, tobacco of any description, products made or derived from tobacco, vapor products and alternative nicotine products to a person under the age of 18 years; (2) revise the amount of such civil penalties; (3)



authorize the imposition of penalties on a licensee whose employee or agent violates this prohibition; and (4) establish the procedure for the issuance of a notice of infraction to a person who violates this prohibition and the requesting of a hearing before the Department. **Sections 1.3, 7.4 and 7.9** make conforming changes related to the removal of criminal penalties and the authorization for the Department to impose civil penalties.

Existing law prohibits a person from knowingly selling or distributing cigarettes, cigarette paper, tobacco of any description or products made or derived from tobacco to a child under the age of 18 years through the use of the Internet. Existing law further requires a person who sells or distributes such products through the use of the Internet to adopt a policy to prevent a child under the age of 18 years from obtaining such products from the person through the use of the Internet, which policy is required to include: (1) a method to ensure that the person who delivers the products to obtain the signature of a person who is over the age of 18 years; (2) a requirement that the packaging or wrapping of the items when they are shipped is clearly marked with the words "cigarettes" or the words "tobacco products;" and (3) a requirement to comply with certain federal law relating to the remote sale of cigarettes and certain tobacco products. (NRS 202.24935) **Section 7.7** of this bill removes the requirement for such a policy. Instead, **section 7.7** requires a person who sells or distributes cigarettes, cigarette paper, tobacco of any description, products made or derived from tobacco, vapor products or alternative nicotine products through a computer network, telephonic network or other electronic network to: (1) ensure that the packaging in which the items are shipped is labeled "cigarettes" or "tobacco products;" and (2) use certain age verification procedures.

Section 14.5 of this bill makes an appropriation to the Department of Health and Human Services for programs to control and prevent the use of tobacco in the amount of \$2.5 million for Fiscal Year 2019-2020 and \$2.5 million for Fiscal Year 2020-2021. **Section 14.7** of this bill makes an appropriation to the Department of Taxation to carry out the duties imposed by this bill on the Department of Taxation.

EXPLANATION - Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Chapter 370 of NRS is hereby amended by adding thereto a new section to read as follows:

1. Except as otherwise provided in subsections 2 and 3, a person shall not sell, distribute or offer to sell cigarettes, cigarette paper or other tobacco products to any child under the age of 18 years.

2. A person shall be deemed to be in compliance with the provisions of subsection 1 if, before the person sells, distributes or offers to sell to another, cigarettes, cigarette paper or other tobacco products, the person:

(a) Demands that the other person present a valid driver's license, permanent resident card, tribal identification card or other



written or documentary evidence which shows that the other person is 18 years of age or older;

(b) Is presented a valid driver's license, permanent resident card, tribal identification card or other written or documentary evidence which shows that the other person is 18 years of age or older; and

(c) Reasonably relies upon the driver's license, permanent resident card, tribal identification card or other written or documentary evidence presented by the other person.

3. The employer of a child who is under 18 years of age may, for the purpose of allowing the child to handle or transport cigarettes, cigarette paper or other tobacco products, in the course of the child's lawful employment, provide cigarettes, cigarette paper or other tobacco products to the child.

4. A person who violates this section is liable for a civil penalty of:

(a) For the first violation within a 24-month period, \$100.

(b) For the second violation within a 24-month period, \$250.

(c) For the third and any subsequent violation within a 24-month period, \$500.

5. If an employee or agent of a licensee has violated this section:

(a) For the first and second violation within a 24-month period at the same premises, the licensee must be issued a warning.

(b) For the third violation within a 24-month period at the same premises, the licensee is liable for a civil penalty of \$500.

(c) For the fourth violation within a 24-month period at the same premises, the licensee is liable for a civil penalty of \$1,250.

(d) For the fifth and any subsequent violation within a 24-month period at the same premises, the licensee is liable for a civil penalty of \$2,500.

6. A peace officer or any person performing an inspection pursuant to NRS 202.2496 may issue a notice of infraction for a violation of this section. A notice of infraction must be issued on a form prescribed by the Department and must contain:

(a) The location at which the violation occurred;

(b) The date and time of the violation;

(c) The name of the establishment at which the violation occurred;

(d) The signature of the person who issued the notice of infraction;

(e) A copy of the section which allegedly is being violated;



(f) *Information advising the person to whom the notice of infraction is issued of the manner in which, and the time within which, the person must submit an answer to the notice of infraction; and*

(g) *Such other pertinent information as the peace officer or person performing the inspection pursuant to NRS 202.2496 determines is necessary.*

7. *A notice of infraction issued pursuant to subsection 6 or a facsimile thereof must be filed with the Department and retained by the Department and is deemed to be a public record of matters which are observed pursuant to a duty imposed by law and is prima facie evidence of the facts alleged in the notice.*

8. *A person to whom a notice of infraction is issued pursuant to subsection 6 shall respond to the notice by:*

(a) *Admitting the violation stated in the notice and paying to the Department the applicable civil penalty set forth in subsection 4 or 5.*

(b) *Denying liability for the infraction by notifying the Department and requesting a hearing in the manner indicated on the notice of infraction. Upon receipt of a request for a hearing pursuant to this paragraph, the Department shall provide the person submitting the request an opportunity for a hearing pursuant to chapter 233B of NRS.*

9. *Any money collected by the Department from a civil penalty pursuant to this section must be deposited in a separate account in the State General Fund to be used for the enforcement of this section and NRS 202.2493 and 202.2494.*

10. *As used in this section, "licensee" means a person who holds a license issued by the Department pursuant to this chapter.*

Sec. 1.3. NRS 370.001 is hereby amended to read as follows:

370.001 As used in NRS 370.001 to 370.430, inclusive, and 370.505 to 370.530, inclusive, *and section 1 of this act*, unless the context otherwise requires, the words and terms defined in NRS 370.003 to 370.055, inclusive, have the meanings ascribed to them in those sections.

Sec. 1.7. NRS 370.0318 is hereby amended to read as follows:

370.0318 "Other tobacco product" means any tobacco of any description ~~[or]~~, *any vapor product, any alternative nicotine product or any product made from tobacco, other than cigarettes.* ~~[Alternative nicotine products and vapor products.]~~

Sec. 2. NRS 370.054 is hereby amended to read as follows:

370.054 "Vapor product":



1. Means any noncombustible product containing nicotine *or any other substance* that employs a heating element, power source, electronic circuit or other electronic, chemical or mechanical means, regardless of the shape or size thereof, that can be used to produce vapor from nicotine *or any other substance* in a solution or other form ~~[]~~, *the use or inhalation of which simulates smoking.*

2. Includes, without limitation:

(a) An electronic cigarette, cigar, cigarillo , ~~[or]~~ pipe , *hookah, or vape pen*, or a similar product or device; and

(b) ~~[A]~~ *The components of such a product or device, whether or not sold separately, including, without limitation, vapor ~~[cartridge]~~ cartridges or other container of nicotine or any other substance in a solution or other form that is intended to be used with or in an electronic cigarette, cigar, cigarillo , ~~[or]~~ pipe , hookah, or vape pen, or a similar product or device ~~[]~~, atomizers, cartomizers, digital displays, clearomizers, tank systems, flavors, programmable software or other similar products or devices. As used in this paragraph, “component” means a product intended primarily or exclusively to be used with or in an electronic cigarette, cigar, cigarillo, pipe, hookah, or vape pen, or a similar product or device.*

3. Does not include any product ~~[regulated]~~ :

(a) *Regulated* by the United States Food and Drug Administration pursuant to subchapter V of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 351 et seq.

(b) *Subject to the excise tax on marijuana or marijuana products pursuant to NRS 372A.200 to 372A.380, inclusive.*

(c) *Purchased by a person who holds a current, valid registration certificate to operate a medical marijuana establishment pursuant to chapter 453A of NRS.*

Secs. 3-7. (Deleted by amendment.)

Sec. 7.1. NRS 202.2483 is hereby amended to read as follows:

202.2483 1. Except as otherwise provided in subsection 3, smoking ~~[tobacco]~~ in any form is prohibited within indoor places of employment including, but not limited to, the following:

- (a) Child care facilities;
- (b) Movie theatres;
- (c) Video arcades;
- (d) Government buildings and public places;
- (e) Malls and retail establishments;
- (f) All areas of grocery stores; and
- (g) All indoor areas within restaurants.



2. Without exception, smoking ~~tobacco~~ in any form is prohibited within school buildings and on school property.

3. Smoking ~~tobacco~~ is not prohibited in:

(a) Areas within casinos where loitering by minors is already prohibited by state law pursuant to NRS 463.350;

(b) Completely enclosed areas with stand-alone bars, taverns and saloons in which patrons under 21 years of age are prohibited from entering;

(c) Age-restricted stand-alone bars, taverns and saloons;

(d) Strip clubs or brothels;

(e) Retail tobacco stores;

(f) The area of a convention facility in which a meeting or trade show is being held, during the time the meeting or trade show is occurring, if the meeting or trade show:

(1) Is not open to the public;

(2) Is being produced or organized by a business relating to tobacco or a professional association for convenience stores; and

(3) Involves the display of tobacco products; and

(g) Private residences, including private residences which may serve as an office workplace, except if used as a child care, an adult day care or a health care facility.

4. A supervisor on duty or employee of an age-restricted stand-alone bar, tavern or saloon or a stand-alone bar, tavern or saloon shall not allow a person who is under 21 years of age to loiter in an age-restricted stand-alone bar, tavern or saloon or an area of a stand-alone bar, tavern or saloon where smoking is allowed pursuant to this section. A person who violates the provisions of this subsection is guilty of a misdemeanor.

5. If a supervisor on duty or employee of an age-restricted stand-alone bar, tavern or saloon or a stand-alone bar, tavern or saloon violates the provisions of subsection 4, the age-restricted stand-alone bar, tavern or saloon or stand-alone bar, tavern or saloon is liable for a civil penalty of:

(a) For the first offense, \$1,000.

(b) For a second or subsequent offense, \$2,000.

6. In any prosecution or other proceeding for a violation of the provisions of subsection 4 or 5, it is no excuse for a supervisor, employee, age-restricted bar, tavern or saloon, or stand-alone bar, tavern or saloon alleged to have committed the violation to plead that a supervisor or employee believed that the person who was permitted to loiter was 21 years of age or older.

7. In areas or establishments where smoking is not prohibited by this section, nothing in state law shall be construed to prohibit



the owners of said establishments from voluntarily creating nonsmoking sections or designating the entire establishment as smoke free.

8. Nothing in state law shall be construed to restrict local control or otherwise prohibit a county, city or town from adopting and enforcing local ~~to tobacco~~ **smoking** control measures that meet or exceed the minimum applicable standards set forth in this section.

9. "No Smoking" signs or the international "No Smoking" symbol shall be clearly and conspicuously posted in every public place and place of employment where smoking is prohibited by this section. Each public place and place of employment where smoking is prohibited shall post, at every entrance, a conspicuous sign clearly stating that smoking is prohibited. All ashtrays and other smoking paraphernalia shall be removed from any area where smoking is prohibited.

10. Health authorities, police officers of cities or towns, sheriffs and their deputies shall, within their respective jurisdictions, enforce the provisions of this section and shall issue citations for violations of this section pursuant to NRS 202.2492 and 202.24925.

11. No person or employer shall retaliate against an employee, applicant or customer for exercising any rights afforded by, or attempts to prosecute a violation of, this section.

12. For the purposes of this section, the following terms have the following definitions:

(a) "Age-restricted stand-alone bar, tavern or saloon" means an establishment:

(1) Devoted primarily to the sale of alcoholic beverages to be consumed on the premises;

(2) In which food service or sales may or may not be incidental food service or sales, in the discretion of the operator of the establishment;

(3) In which patrons under 21 years of age are prohibited at all times from entering the premises; and

(4) That must be located within:

(I) A physically independent building that does not share a common entryway or indoor area with a restaurant, public place or any other indoor workplace where smoking is prohibited by this section; or

(II) A completely enclosed area of a larger structure, which may include, without limitation, a strip mall or an airport, provided that indoor windows must remain closed at all times and doors must remain closed when not actively in use.



(b) “Casino” means an entity that contains a building or large room devoted to gambling games or wagering on a variety of events. A casino must possess a nonrestricted gaming license as described in NRS 463.0177 and typically uses the word ‘casino’ as part of its proper name.

(c) “Child care facility” has the meaning ascribed to it in NRS 441A.030.

(d) “Completely enclosed area” means an area that is enclosed on all sides by any combination of solid walls, windows or doors that extend from the floor to the ceiling.

(e) “Government building” means any building or office space owned or occupied by:

(1) Any component of the Nevada System of Higher Education and used for any purpose related to the System;

(2) The State of Nevada and used for any public purpose; or

(3) Any county, city, school district or other political subdivision of the State and used for any public purpose.

(f) “Health authority” has the meaning ascribed to it in NRS 202.2485.

(g) “Incidental food service or sales” means the service of prepackaged food items including, but not limited to, peanuts, popcorn, chips, pretzels or any other incidental food items that are exempt from food licensing requirements pursuant to subsection 2 of NRS 446.870.

(h) “Place of employment” means any enclosed area under the control of a public or private employer which employees frequent during the course of employment including, but not limited to, work areas, restrooms, hallways, employee lounges, cafeterias, conference and meeting rooms, lobbies and reception areas.

(i) “Public places” means any enclosed areas to which the public is invited or in which the public is permitted.

(j) “Restaurant” means a business which gives or offers for sale food, with or without alcoholic beverages, to the public, guests or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere.

(k) “Retail tobacco store” means a retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.

(l) “School building” means all buildings on the grounds of any public school described in NRS 388.020 and any private school as defined in NRS 394.103.



(m) "School property" means the grounds of any public school described in NRS 388.020 and any private school as defined in NRS 394.103.

(n) *"Smoking" means inhaling, exhaling, burning or carrying any liquid or heated cigar, cigarette or pipe or any other lighted or heated tobacco or plant product intended for inhalation, in any manner or in any form. The term includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device. As used in this paragraph, "electronic smoking device":*

(1) Means any product containing or delivering nicotine, a product made or derived from tobacco or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor or aerosol from the product.

(2) Includes any component part of a product described in subparagraph (1), regardless of whether the component part is sold separately.

(3) Does not include any product regulated by the United States Food and Drug Administration pursuant to Subchapter V of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 352 et seq.

(o) "Stand-alone bar, tavern or saloon" means an establishment:

(1) Devoted primarily to the sale of alcoholic beverages to be consumed on the premises;

(2) In which food service or sales may or may not be incidental food service or sales, in the discretion of the operator of the establishment;

(3) In which smoke from such establishments does not infiltrate into areas where smoking is prohibited under the provisions of this section; and

(4) That must be housed in either:

(I) A physically independent building that does not share a common entryway or indoor area with a restaurant, public place or any other indoor workplaces where smoking is prohibited by this section; or

(II) A completely enclosed area of a larger structure, such as a strip mall or an airport, provided that indoor windows must remain shut at all times and doors must remain closed when not actively in use.

~~(o)~~ (p) "Video arcade" has the meaning ascribed to it in paragraph (d) of subsection 3 of NRS 453.3345.



13. Any statute or regulation inconsistent with this section is null and void.

14. The provisions of this section are severable. If any provision of this section or the application thereof is declared by a court of competent jurisdiction to be invalid or unconstitutional, such declaration shall not affect the validity of the section as a whole or any provision thereof other than the part declared to be invalid or unconstitutional.

Sec. 7.3. NRS 202.2485 is hereby amended to read as follows:
202.2485 As used in NRS 202.2485 to 202.2497, inclusive:

1. "Alternative nicotine product" means any noncombustible product containing nicotine that is intended for human consumption, whether chewed, absorbed, dissolved or ingested by any other means. The term does not include:

(a) A vapor product;

(b) A product made or derived from tobacco; or

(c) Any product regulated by the United States Food and Drug Administration under Subchapter V of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 351 et seq.

2. "Distribute" includes furnishing, giving away or providing products made or derived from tobacco or samples thereof at no cost to promote the product, whether or not in combination with a sale.

3. "Health authority" means the district health officer in a district, or his or her designee, or, if none, the Chief Medical Officer, or his or her designee.

4. "Product made or derived from tobacco" does not include any product regulated by the United States Food and Drug Administration pursuant to Subchapter V of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 351 et seq.

5. "Vapor product":

(a) Means any noncombustible product containing nicotine *or any other substance* that employs a heating element, power source, electronic circuit or other electronic, chemical or mechanical means, regardless of the shape or size thereof, that can be used to produce vapor from nicotine *or any other substance* in a solution or other form ~~[]~~, *the use or inhalation of which simulates smoking.*

(b) Includes, without limitation:

(1) An electronic cigarette, cigar, cigarillo, ~~[or]~~ pipe, *hookah or vape pen* or a similar product or device; and

(2) ~~[A]~~ *The components of such a product or device, whether or not sold separately, including, without limitation, vapor ~~[cartridge]~~ cartridges or other container of nicotine or any other substance* in a solution or other form that is intended to be used



with or in an electronic cigarette, cigar, cigarillo , ~~or~~ pipe , *hookah, or vape pen*, or a similar product or device ~~or~~ , *atomizers, cartomizers, digital displays, clearomizers, tank systems, flavors, programmable software or other similar products or devices. As used in this subparagraph, “component” means a product or device intended primarily or exclusively to be used with or in an electronic cigarette, cigar, cigarillo, pipe, hookah, or vape pen, or a similar product or device.*

(c) Does not include any product regulated by the United States Food and Drug Administration pursuant to Subchapter V of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 351 et seq.

Sec. 7.4. NRS 202.249 is hereby amended to read as follows:

202.249 1. It is the public policy of the State of Nevada and the purpose of NRS 202.2491, 202.24915 and 202.2492 to place restrictions on the smoking of tobacco in public places to protect human health and safety.

2. The quality of air is declared to be affected with the public interest and NRS 202.2491, 202.24915 and 202.2492 are enacted in the exercise of the police power of this state to protect the health, peace, safety and general welfare of its people.

3. Health authorities, police officers of cities or towns, sheriffs and their deputies and other peace officers of this state shall, within their respective jurisdictions, enforce the provisions of NRS 202.2491, 202.24915 and 202.2492. Police officers of cities or towns, sheriffs and their deputies and other peace officers of this state shall, within their respective jurisdictions, enforce the provisions of NRS 202.2493, 202.24935 and 202.2494 ~~or~~ *and section 1 of this act.*

4. Except as otherwise provided in subsection 5, an agency, board, commission or political subdivision of this state, including, without limitation, any agency, board, commission or governing body of a local government, shall not impose more stringent restrictions on the smoking, use, sale, distribution, marketing, display or promotion of tobacco or products made or derived from tobacco than are provided by NRS 202.2491, 202.24915, 202.2492, 202.2493, 202.24935 and 202.2494 ~~or~~ *and section 1 of this act.*

5. A school district may, with respect to the property, buildings, facilities and vehicles of the school district, impose more stringent restrictions on the smoking, use, sale, distribution, marketing, display or promotion of tobacco or products made or derived from tobacco than are provided by NRS 202.2491, 202.24915, 202.2492, 202.2493, 202.24935 and 202.2494 ~~or~~ *and section 1 of this act.*



Sec. 7.5. NRS 202.2493 is hereby amended to read as follows:

202.2493 1. A person shall not sell, distribute or offer to sell cigarettes, any smokeless product made or derived from tobacco or any alternative nicotine product in any form other than in an unopened package which originated with the manufacturer and bears any health warning required by federal law. A person who violates this subsection shall be punished by a fine of \$100 and a civil penalty of \$100. As used in this subsection, "smokeless product made or derived from tobacco" means any product that consists of cut, ground, powdered or leaf tobacco and is intended to be placed in the oral or nasal cavity.

2. ~~{Except as otherwise provided in subsections 3, 4 and 5, it is unlawful for any person to sell, distribute or offer to sell cigarettes, cigarette paper, tobacco of any description, products made or derived from tobacco, vapor products or alternative nicotine products to any child under the age of 18 years. A person who violates this subsection shall be punished by a fine of not more than \$500 and a civil penalty of not more than \$500.~~

~~— 3. A person shall be deemed to be in compliance with the provisions of subsection 2 if, before the person sells, distributes or offers to sell to another, cigarettes, cigarette paper, tobacco of any description, products made or derived from tobacco, vapor products or alternative nicotine products, the person:~~

~~— (a) Demands that the other person present a valid driver's license, permanent resident card, tribal identification card or other written or documentary evidence which shows that the other person is 18 years of age or older;~~

~~— (b) Is presented a valid driver's license, permanent resident card, tribal identification card or other written or documentary evidence which shows that the other person is 18 years of age or older; and~~

~~— (c) Reasonably relies upon the driver's license, permanent resident card, tribal identification card or written or documentary evidence presented by the other person.~~

~~— 4. The employer of a child who is under 18 years of age may, for the purpose of allowing the child to handle or transport tobacco, products made or derived from tobacco, vapor products or alternative nicotine products, in the course of the child's lawful employment, provide tobacco, products made or derived from tobacco, vapor products or alternative nicotine products to the child.~~

~~— 5. With respect to any sale made by an employee of a retail establishment, the owner of the retail establishment shall be deemed to be in compliance with the provisions of subsection 2 if the owner:~~

~~— (a) Had no actual knowledge of the sale; and~~



~~— (b) Establishes and carries out a continuing program of training for employees which is reasonably designed to prevent violations of subsection 2.~~

~~— 6.]~~ The owner of a retail establishment shall, whenever any product made or derived from tobacco, vapor product or alternative nicotine product is being sold or offered for sale at the establishment, display prominently at the point of sale:

(a) A notice indicating that:

(1) The sale of cigarettes, other tobacco products, vapor products and alternative nicotine products to minors is prohibited by law; and

(2) The retailer may ask for proof of age to comply with this prohibition; and

(b) At least one sign that complies with the requirements of NRS 442.340.

↪ A person who violates this subsection shall be punished by a fine of not more than \$100.

~~[7.]~~ **3.** It is unlawful for any retailer to sell cigarettes through the use of any type of display:

(a) Which contains cigarettes and is located in any area to which customers are allowed access; and

(b) From which cigarettes are readily accessible to a customer without the assistance of the retailer,

↪ except a vending machine used in compliance with NRS 202.2494. A person who violates this subsection shall be punished by a fine of not more than \$500.

~~[8. Any money recovered pursuant to this section as a civil penalty must be deposited in a separate account in the State General Fund to be used for the enforcement of this section and NRS 202.2494.]~~

Sec. 7.7. NRS 202.24935 is hereby amended to read as follows:

202.24935 1. It is unlawful for a person to knowingly sell or distribute cigarettes, cigarette paper, tobacco of any description , ~~for~~ products made or derived from tobacco , *vapor products or alternative nicotine products* to a child under the age of 18 years through the use of ~~[the Internet.]~~ *a computer network, telephonic network or other electronic network.*

2. A person who violates the provisions of subsection 1 shall be punished by a fine of not more than \$500 and a civil penalty of not more than \$500. Any money recovered pursuant to this section as a civil penalty must be deposited in the same manner as money is



deposited pursuant to subsection ~~[8]~~ **9** of ~~[NRS 202.2493.]~~ *section 1 of this act.*

3. Every person who sells or distributes cigarettes, cigarette paper, tobacco of any description, ~~[or]~~ products made or derived from tobacco, *vapor products or alternative nicotine products* through the use of ~~[the Internet]~~ *a computer network, telephonic network or electronic network* shall ~~[adopt a policy to prevent a child under the age of 18 years from obtaining cigarettes, cigarette paper, tobacco of any description or products made or derived from tobacco from the person through the use of the Internet. The policy must include, without limitation, a method for ensuring]~~ :

(a) *Ensure* that ~~[the person who delivers such items obtains the signature of a person who is over the age of 18 years when delivering the items, that]~~ the packaging or wrapping of the items when they are shipped is clearly marked with the word “cigarettes” or *, if the items being shipped are not cigarettes,* the words “tobacco products .” ~~[,] and that the person complies with the provisions of 15 U.S.C. § 376. A person who fails to adopt a policy pursuant to this subsection is guilty of a misdemeanor and shall be punished by a fine of not more than \$500.]~~

(b) *Perform an age verification through an independent, third-party age verification service that compares information available from public records to the personal information entered by the person during the ordering process that establishes that the person is over the age of 18 years and use a method of mail, shipping or delivery that requires the signature of a person over the age of 18 years before the items are released to the purchaser, unless the person:*

(1) *Requires the customer to:*

(I) *Create an online profile or account with personal information, including, without limitation, a name, address, social security number and a valid phone number, that is verified through publicly available records; or*

(II) *Upload a copy of a government-issued identification card that includes a photograph of the customer; and*

(2) *Sends the package containing the items to the name and address of the customer who ordered the items.*

Sec. 7.9. NRS 202.2496 is hereby amended to read as follows:

202.2496 1. As necessary to comply with any applicable federal law, the Attorney General shall conduct random, unannounced inspections at locations where tobacco, products made or derived from tobacco, vapor products and alternative nicotine products are sold, distributed or offered for sale to inspect for and



enforce compliance with NRS 202.2493 and 202.2494 ~~§~~ and *section 1 of this act*, as applicable. For assistance in conducting any such inspection, the Attorney General may contract with:

- (a) Any sheriff's department;
- (b) Any police department; or
- (c) Any other person who will, in the opinion of the Attorney General, perform the inspection in a fair and impartial manner.

2. If the inspector desires to enlist the assistance of a child under the age of 18 for such an inspection, the inspector shall obtain the written consent of the child's parent for such assistance.

3. A child assisting in an inspection pursuant to this section shall, if questioned about his or her age, state his or her true age and that he or she is under 18 years of age.

4. If a child is assisting in an inspection pursuant to this section, the person supervising the inspection shall:

- (a) Refrain from altering or attempting to alter the child's appearance to make the child appear to be 18 years of age or older.

- (b) Photograph the child immediately before the inspection is to occur and retain any photographs taken of the child pursuant to this paragraph.

5. The person supervising an inspection using the assistance of a child shall, within a reasonable time after the inspection is completed:

- (a) Inform a representative of the business establishment from which the child attempted to purchase tobacco, products made or derived from tobacco, vapor products or alternative nicotine products that an inspection has been performed and the results of that inspection.

- (b) Prepare a report regarding the inspection. The report must include the following information:

- (1) The name of the person who supervised the inspection and that person's position;

- (2) The age and date of birth of the child who assisted in the inspection;

- (3) The name and position of the person from whom the child attempted to purchase tobacco, products made or derived from tobacco, vapor products or alternative nicotine products;

- (4) The name and address of the establishment at which the child attempted to purchase tobacco, products made or derived from tobacco, vapor products or alternative nicotine products;

- (5) The date and time of the inspection; and

- (6) The result of the inspection, including whether the inspection resulted in the sale, distribution or offering for sale of



tobacco, products made or derived from tobacco, vapor products or alternative nicotine products to the child.

6. No *administrative*, civil or criminal action based upon an alleged violation of NRS 202.2493 or 202.2494 *or section 1 of this act* may be brought as a result of an inspection for compliance in which the assistance of a child has been enlisted unless the inspection has been conducted in accordance with the provisions of this section.

Secs. 8-14. (Deleted by amendment.)

Sec. 14.5. 1. There is hereby appropriated from the State General Fund to the Department of Health and Human Services for programs to control and prevent the use of tobacco the following sums:

For Fiscal Year 2019-2020.....	\$2,500,000
For Fiscal Year 2020-2021.....	\$2,500,000

2. Any remaining balance of the appropriation made by subsection 1 for Fiscal Year 2019-2020 must be added to the money appropriated for Fiscal Year 2020-2021 and may be expended as that money is expended. Any remaining balance of the appropriation made by subsection 1 for Fiscal Year 2020-2021, including any such money added from the previous fiscal year, must not be committed for expenditure after June 30, 2021, by the entity to which the appropriation is made or any entity to which money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any purpose after September 17, 2021, by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred, and must be reverted to the State General Fund on or before September 17, 2021.

Sec. 14.7. 1. There is hereby appropriated from the State General Fund to the Department of Taxation to carry out the duties imposed on the Department pursuant to the provisions of this act the following sums:

For Fiscal Year 2019-2020.....	\$513,684
For Fiscal Year 2020-2021.....	\$445,175

2. Any balance of the sums appropriated by subsection 1 remaining at the end of the respective fiscal years must not be committed for expenditure after June 30 of the respective fiscal years by the entity to which the appropriation is made or any entity to which money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any purpose after September 18, 2020, and September 17, 2021, respectively, by



either the entity to which the appropriation is made or the entity to which the money was subsequently granted or transferred, and must be reverted to the State General Fund on or before September 18, 2020, and September 17, 2021, respectively.

Sec. 15. 1. This section and sections 14.5 and 14.7 of this act become effective on July 1, 2019.

2. Sections 1 to 2, inclusive, and 7.1 to 7.9, inclusive, of this act become effective upon passage and approval for the purpose of adopting regulations and performing any other preparatory administrative tasks that are necessary to carry out the provisions of this act, and on January 1, 2020, for all other purposes.

