



STAFF REPORT

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

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

Agenda Title: For Discussion Only: Discussion and presentation on the intended use of the Epidemiology Laboratory Capacity (ELC) grant in the amount of \$3,149,971, received by the Carson City Health and Human Services Department (CCHHS) from the State of Nevada, Department of Public and Behavioral Health, originating from the Centers for Disease Control and Prevention (CDC) ELC for Infectious Disease program, for the grant period of January 20, 2020 through November 17, 2022. (Nicki Aaker, naaker@carson.org)

Staff Summary: CCHHS received emergency funding in the amount of \$3,149,971 from the CDC ELC for Infectious Disease program, which is passed through the State of Nevada, Department of Public and Behavioral Health to local health departments that currently receive ELC funds. There was no application with this grant. The grant period is January 20, 2020 through November 17, 2022. These funds will be used for personnel including IT support staff, rental space, and a portion of the operating expenses for testing, surveillance, monitoring and investigation of COVID-19 cases. This grant does not require a match. The fully executed grant document is included as supporting documentation.

Agenda Action: Other / Presentation **Time Requested:** 10 minutes

Proposed Motion

Presentation Only

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

CCHHS has received ELC funding from the State of Nevada, Department of Public and Behavioral Health for approximately ten years.

This funding amount, which originates from the CDC ELC for Infectious Disease program, is for expenses related to the COVID-19 pandemic.

This funding has been referred to during various Board of Supervisors meetings as funding that CCHHS will be receiving for COVID-19 response activities.

A staff funding map is included to illustrate how funds from different grants and resources are being leveraged to fund the personnel needed to respond to the COVID-19 pandemic within the Quad-Counties.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Grant Fund / ELC Enhancing Detection - G680020039; Account Number - 2756081-431010 Revenues, and 2756800-501225 Expenses

Is it currently budgeted? No

Explanation of Fiscal Impact: Not budgeted since it is additional funding. Revenue and Expense amounts will be added during the first round of budget augmentations in FY 2021. Grant funds will be used to pay for COVID-19 personnel including IT support staff, rental space, and a portion of the operating expenses for testing, surveillance, monitoring and investigation of COVID-19 cases. There is no match for this grant.

Alternatives

N/A

Attachments:

[ELC Enhancing Detection 17800 NOA 1-20-20 to 11-17-22_Executed.pdf](#)

[COVID Staff Funding Map_BOS.pdf](#)

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(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 17800**
 Budget Account: 3219
 Category: 13
 GL: 8501
 Sub Org: C4
 Job Number: 9332320V

NOTICE OF SUBAWARD

Program Name: Epidemiology & Laboratory Capacity (ELC) Office of Public Health Investigations & Epidemiology (OPHIE)	Subrecipient's Name: Carson City Health and Human Services (CCHHS) <i>G 680020039</i> Dustin Boothe
Address: 4150 Technology Way, Suite #200 Carson City, NV 89706-2009	Address: 900 East Long Street Carson City, NV 89706
Subaward Period: January 20 th , 2020 through November 17, 2022	Subrecipient's: EIN: 88-6000189 Vendor #: T80990941J Dun & Bradstreet: 073787152

Purpose of Award: CCHS will use these funds to complete epidemiological surveillance and investigation activities specific to COVID-19 activities in Carson City, Douglas County, Storey County, and Lyon County, Nevada.

Region(s) to be served: Statewide Specific county or counties: Carson City, Douglas County, Storey County, and Lyon County

Approved Budget Categories:		FEDERAL AWARD COMPUTATION:	
1. Personnel	\$2,746,599.00	Total Obligated by this Action:	\$ 3,149,971
2. Travel	\$4,344.00	Cumulative Prior Awards this Budget Period:	\$ 0.00
3. Operating	\$31,888.00	Total Federal Funds Awarded to Date:	\$ 3,149,971
4. Equipment	\$0.00	Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
5. Contractual/Consultant	\$87,360.00	Amount Required this Action:	\$ 0.00
6. Training	\$0.00	Amount Required Prior Awards:	\$ 0.00
7. Other	\$279,780.00	Total Match Amount Required:	\$ 0.00
TOTAL DIRECT COSTS	\$3,149,971.00	Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
8. Indirect Costs	\$0.00	Federal Budget Period: August 1, 2019 through July 31, 2020	
TOTAL APPROVED BUDGET	\$3,149,971.00	Federal Project Period: August 1, 2019 through July 31, 2024	
		FOR AGENCY USE, ONLY	

Source of Funds: Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	% Funds: 100%	CFDA: 93.323	FAIN: NU50CK000560	Federal Grant #: NU50CK000560-01-05	Grant Award Date by Federal Agency: May 18, 2020
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Agency Approved Indirect Rate: 7.9% **Subrecipient Approved Indirect Rate:** N/A

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 <i>[Signature]</i>
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Name	Signature	Date
Robert Crowell Mayor, Carson City	<i>[Signature]</i>	7/27/20
Lindsey Kinsinger Manager, OPHIE	<i>[Signature]</i>	7.29.20
for Lisa Sherych Administrator, DPBH	<i>[Signature]</i>	8/7/2020

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

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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 propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
14. An organization receiving grant funds through the 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.

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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 Carson City Health and Human Services		Due Date	Documentation Needed
Objective	Activities		
Goal 1: Hire staff to perform COVID-19 response activities			
1. Carson City Health and Human Services (CCHHS) will hire COVID-19 specific epidemiology (epidemiologist, case investigators/contract tracers and informatics) staff. The hiring of these staff will build expertise to support the management of COVID-19 related activities within the Quad County region.	1. Hire staff to improve the capacities of the epidemiology and informatics workforce to effectively conduct surveillance and response of COVID-19 (including contact tracing).	7/31/2020	1. Monthly activity report
2. Carson City Health and Human Services (CCHHS) will hire COVID-19 specific staff (Public Health Planners) to support the management of community-based testing and case investigation/contract tracing. The hiring of these staff will build expertise to support the management of COVID-19 related activities within the Quad County region.	2. Hire staff to improve and support the capacities of COVID-19 related activities in the Quad County region.	7/31/2020	2. Monthly activity report
3. Carson City Health and Human Services (CCHHS) will hire COVID-19 specific epidemiology (epidemiologist, Biostatistician, informatics) staff. The hiring of these staff will increase the capacity for timely data management and analysis for reporting COVID-19 related activities within the Quad County region.	3. Hire staff to improve and support the capacities of COVID-19 related activities in the Quad County region.	7/31/2020	3. Monthly activity report
4. Carson City Health and Human Services (CCHHS) will hire COVID-19 specific staff (Public Health Planners, Community Based Testing) to support the management of community-based testing. The hiring of these staff will build expertise to support the management of COVID-19 related activities within the Quad County region.	4. Hire staff to improve and support the capacities of COVID-19 related activities in the Quad County region.	7/31/2020	4. Monthly activity report
5. Carson City Health and Human Services (CCHHS) will hire COVID-19 specific staff (Public Health Planners, Community Based Testing) to support the management of community-based testing. The hiring of these staff will build expertise to support the management of COVID-19 related activities within the Quad County region.	5. CCHS will assist with coordinating testing of non-tradition tests sites (homeless shelters, Long Term Care Facilities, etc.).	7/31/2020	5. Monthly activity report

Goal 2: Purchase supplies for surge staff		Due Date	Documentation Needed
Objective	Activities		
1. Purchase office supplies	1. Purchase office supplies to be purchased throughout project period, as needed.	11/17/2022	1. Monthly activity report
2. Purchase office furniture	2. Purchase office furniture to be purchased for surge staffing	8/30/2020	2. Monthly activity report
3. Purchase desk phones	3. Purchase desk phones for surge staffing	8/30/2020	3. Monthly activity report
4. Purchase computers	4. Purchase computers for surge staffing	8/30/2020	4. Monthly activity report

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5. Purchase printers	5. Purchase printers for surge staffing	8/30/2020	5. Monthly activity report
6. Purchase scanners	6. Purchase scanners for COVID-19 surge	8/30/2020	6. Monthly activity report
7. Purchase postage for COVID-19 response	7. Purchase postage for COVID-19 specimen shipment and other mailings	11/17/2022	7. Monthly activity report
8. Purchase MS Office software	8. Purchase MS Office software for surge staffing new computers	8/30/2020	8. Monthly activity report
9. Purchase staff licenses	9. Purchase SAS licenses for biostatisticians analysis	8/30/2020	9. Monthly activity report
10. Purchase copier	10. Purchase small office color copier	8/30/2020	10. Monthly activity report
11. Purchase Adobe Pro	11. Purchase Adobe Pro for surge staff	8/30/2020	11. Monthly activity report
12. Purchase NACCHO LHD Academy of Science subscription	12. Purchase NACCHO LHD Academy of Science membership	01/30/2021	12. Monthly activity report
13. Purchase Sign Now subscription	13. Purchase Sign Now subscription to provide online document signing	7/31/2020	13. Monthly activity report
14. Purchase My Sidewalk subscription	14. Purchase My Sidewalk website subscription	7/31/2020	14. Monthly activity report
15. Purchase new cellphones and service	15. Provide cell phones for 5 staff	8/1/2020	15. Monthly activity report
16. Purchase testing registration/results software	16. Purchase testing registration/results software	7/31/2020	16. Monthly activity report
17. Purchase testing supplies	17. Purchase community-based testing supplies	6/1/2020	17. Monthly activity report

Goal 3: Travel to COVID-19 response areas and meetings

Objective	Activities	Due Date	Documentation Needed
1. Travel to community-based testing sites	1. COVID-19 response staff will travel to quad county testing sites and lab sample transport.	11/17/2022	1. Monthly activity report
2. Travel to Las Vegas	2. Travel to Las Vegas to attend COVID-19 Enhance workforce capacity and laboratory testing meeting.	11/17/2022	2. Monthly activity report
3. Travel to Atlanta, GA	3. Travel to Atlanta, GA to attend COVID-19 specific training.	11/17/2022	3. Monthly activity report

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

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SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 6 NU50CK000560-01-05 from Center for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor Center for Disease Control and Prevention."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number NU50CK000560-01-05 from Center for Disease Control and Prevention.

Subrecipient agrees to adhere to the following budget:

BUDGET NARRATIVE

Total Personnel Costs		including fringe				Total:	\$2,746,599.00
List staff, positions, percent of time to be spent on the project, rate of pay, fringe rate, and total cost to this grant.							
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>	
Epidemiologist	62,400	31.00	100	24	100.00%	\$163,488	
Build expertise to support management of the COVID-19 related activities within the jurisdiction and the integrate into the broader ELC portfolio of activities (e.g., additional leadership, program and project managers, budget staff, etc.).							
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>	
Contract Tracing Manager	54,080	31%	100%	24	100.00%	\$141,690	
Train and hire staff to improve the capacities of the epidemiology and informatics workforce to effectively conduct surveillance and response of COVID-19 (including contact tracing) and other conditions of public health significance.							
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>	
Biostatistician	62,400	31%	100%	24	100.00%	\$163,488	
Increase capacity for timely data management, analysis, and reporting for COVID-19 and other conditions of public health significance.							
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>	
Accounting Tech	\$41,600	31%	50%	26	100.00%	\$59,038	
Increase capacity for timely data management, analysis, and reporting for COVID-19 and other conditions of public health significance. 26							
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>	
Administrative Asst	\$39,520	31%	100%	26	100.00%	\$112,17	
Increase capacity for timely data management, analysis, and reporting for COVID-19 and other conditions of public health significance.							
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>	
Administrative Asst	\$39,520	31%	100%	26	100.00%	\$112,17	
Increase capacity for timely data management, analysis, and reporting for COVID-19 and other conditions of public health significance.							
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>	
Community Based Testing Coordinator	54,080	31%	100%	24	100.00%	\$141,690	
Increase capacity for timely data management, analysis, and reporting for COVID-19 and other conditions of public health significance.							
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>	
CBT Testing Nurse	\$62,400	31%	100%	24	100.00%	\$163,488	

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expand capacity to quickly, accurately and safely test for SARS-CoV-2/COVID-19						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>
CBT Testing Nurse	\$62,400	31%	100%	24	100.00%	\$163,488
expand capacity to quickly, accurately and safely test for SARS-CoV-2/COVID-19						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>
CBT Testing Nurse	\$62,400	31%	100%	24	100.00%	\$163,488
expand capacity to quickly, accurately and safely test for SARS-CoV-2/COVID-19						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>
CBT Testing Nurse	\$62,400	31%	100%	24	100.00%	\$163,488
expand capacity to quickly, accurately and safely test for SARS-CoV-2/COVID-19						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>
CBT Testing Nurse	\$62,400	31%	100%	24	100.00%	\$163,488
expand capacity to quickly, accurately and safely test for SARS-CoV-2/COVID-19						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>
CBT Testing Support Level 1	\$41,600	31%	100%	24	100.00%	\$108,992
expand capacity to quickly accurately and safely test for SARS-CoV-2/COVID-19						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>
CBT Testing Support Level 1	\$41,600	31%	100%	24	100.00%	\$108,992
expand capacity to quickly, accurately and safely test for SARS-CoV-2/COVID-19						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>
CBT Testing Support Level 1	\$41,600	31%	100%	24	100.00%	\$108,992
expand capacity to quickly, accurately and safely test for SARS-CoV-2/COVID-19						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>
CBT Testing Support Level 1	\$41,600	31%	100%	24	100.00%	\$108,992
expand capacity to quickly accurately and safely test for SARS-CoV-2/COVID-19						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>
CBT Testing Support Level 1	\$41,600	31%	100%	24	100.00%	\$108,992
expand capacity to quickly, accurately and safely test for SARS-CoV-2/COVID-19						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>
CBT Testing Support Level 2	\$31,200	31%	100%	24	100.00%	\$81,744

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expand capacity to quickly, accurately and safely test for SARS-CoV-2/COVID-19						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>
CBT Testing Support Level 2	\$31,200	31%	100%	24	100.00%	\$81,744
expand capacity to quickly, accurately and safely test for SARS-CoV-2/COVID-19						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>
CBT Testing Support Level 2	\$31,200	31%	100%	24	100.00%	\$81,744
expand capacity to quickly, accurately and safely test for SARS-CoV-2/COVID-19						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>
COVID Call Center Staff	\$31,200	31%	100%	24	100.00%	\$81,744
Improve the capacities of the epidemiology effectively conduct surveillance and response						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>
COVID Call Center Staff	\$31,200	31%	100%	24	100.00%	\$81,744
Improve the capacities of the epidemiology effectively conduct surveillance and response						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>
COVID Call Center Staff	\$31,200	31%	100%	24	100.00%	\$81,744
Improve the capacities of the epidemiology effectively conduct surveillance and response						
Total Fringe Cost		\$649,958		Total Salary Cost:		\$2,096,640.00

Travel						Total:	\$4,344.00
Out-of-State Travel							\$2,421
<u>Title of Trip & Destination such as CDC Conference:</u> <i>San Diego, CA</i>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>		<u>Total</u>	
Airfare: Airfare for trip to Atlanta (\$600 x 2) = \$1,200	\$600	2		1		\$1,200	
Baggage fee: \$ amount per person x # of trips x # of staff	\$0	0		0		\$0	
Per Diem: Per Diem (\$66/day x3 days) x2 = \$396	\$66	2	3	1		\$396	
Lodging: Hotel (\$164x3 nights) x2 = 984	\$164	2	2	1		\$656	
Ground Transportation: Shuttle, ride share (\$100)	\$100	1	1	1		\$100	
Mileage: Mileage (.575 x 120) = \$69	\$69	0	0	0		\$69	
Justification:							
In-State Travel							\$1,923
<u>Origin & Destination</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>		<u>Total</u>	
Air fare for trip to Las Vegas (\$400x2) = \$800	\$400	2	0	1		\$800	
Baggage fee: \$ amount per person x # of trips x # of staff	\$0	0	0	0		\$0	

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Per Diem (\$61/day x2 days) x2 = \$244	\$61	2	2	1	\$244
Hotel (\$102x1 nights) x2=\$408	\$102	2	1	1	\$204
Ground transportation: Shuttle, ride share (\$100)	\$100	0	0	0	\$100
In state Mileage: 1000 miles at .575 per mile=\$575	\$575	0	0	0	\$575

Justification:

Enhance workforce capacity and laboratory testing

Operating				Total:	\$31,888
Office supplies: Pens, paper, other office supplies (\$233.25 x 24 months)				\$5,598	
Postage (\$250x24) = \$6,000				\$6,000	
Office furniture (desks, chairs, mats, cubical walls) (518x11) = \$5,690				\$5,690	
Desk phones(\$200x7) = 1,400				\$1,400	
Printers (\$500x3) = \$1,500				\$1,500	
Computers, monitors, and peripherals(\$1,500x7) = \$10,500				\$10,500	
Scanners(\$300x4) = \$1,200				\$1,200	
Equipment				Total:	\$0

N/A

Contractual/Contractual and all Pass-thru Subawards				Total:	\$87,360
Name of Contractor, Subrecipient:		Total	\$87,360		
IT Support					
Method of Selection: Sole Source					
Period of Performance: July 31, 2020- July 31, 2022					
Scope of Work: Increase capacity for timely data management, analysis, and reporting for COVID-19 and other conditions of public health significance.					
* Sole Source Justification: Vendor already in contract with Carson City Health and Human Services					
Budget				\$0.00	
Personnel				\$0.00	
travel				\$0.00	
Total Budget				\$0.00	
Method of Accountability: Define -					

Other				Total:	\$279,780
Rent for COVID 19 office space (\$1,392 per month x24)				\$33,400	
Adobe Pro for COVID 19 Staff (\$300/year x 6 x 2 years = \$3,600)				\$3,600	
MS Office License: 11 staff (\$3,850 x 2) = \$7,700				\$7,700	
SAS Licenses x 2 (\$6,800 per license per year x4) = \$27,200				\$27,200	
Copier- one small office color copier				\$4,000	
Internet for new office: Internet (\$320 per month x 24) = \$7,680				\$7,680	
My SideWalk My Sidewalk website subscription (\$17,000 x 2) = \$34,000				\$34,000	
Sign Now Sign now subscription (5 users \$30/month x24 months) = \$3,600				\$3,600	
IT set up- IT set up of new office (Cabling, etc.) = \$40,000				\$40,000	
Cell Phones Monthly cell phone bill for 5 staff (\$80 x 24) = \$9,600				\$9,600	
Copier/ Printer fees Monthly printing costs (\$150 x24) = \$3,600				\$3,600	
Testing registration/results software solution Testing registration software (\$100 per month x 24 months) = \$2400				\$2,400	
Community based testing supplies CBT testing supplies (\$50,000 x 2) = \$100,000				\$100,000	
LHD Academy: NACCHO LHD ASM (\$1,500 per year x 2) = \$3,000				\$3,000	
TOTAL DIRECT CHARGES					\$3,149,971.00

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Indirect Charges	Indirect Rate:	0%	\$0.00
Indirect Methodology: N/A			
TOTAL BUDGET			Total: \$3,149,971.00

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Form 2

Applicant Name: Carson City Health and Human Services
PROPOSED BUDGET SUMMARY - SFY20

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

<u>FUNDING SOURCES</u>	<u>ELC</u>	<u>Other Funding</u>	<u>Other Funding</u>	<u>Other Funding</u>	<u>Other Funding</u>	<u>Other Funding</u>	<u>Other Funding</u>	<u>Program Income</u>	<u>TOTAL</u>
SECURED									
ENTER TOTAL REQUEST	\$3,149,971.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$3,149,971.0

EXPENSE CATEGORY

Personnel	\$2,746,599								\$2,746,599.0
Travel	\$4,344.00								\$4,344.0
Operating	\$31,888.00								\$31,888.0
Equipment	\$0.00								\$0.0
Contractual/Consultant	\$87,360								\$87,360.0
Training	\$0.00								\$0.0
Other Expenses	\$279,780.00								\$279,780.0
Indirect	\$0.00								\$0.0

TOTAL EXPENSE	\$3,149,971.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$3,149,971.0
These boxes should equal 0	\$ 0 -	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Indirect Cost: \$0.00

Total Agency Budget	\$ 3,149,971.00
Percent of Subrecipient Budget	#DIV/!

B. Explain any items noted as pending:

C. Program Income Calculation:

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- 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.

- Total reimbursement through this subaward will not exceed \$3,150,299.00
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- 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 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- 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:

- The site visit/monitoring schedule is one time annually.
- 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 on a monthly basis, 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.

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Agency Ref. #: **HD 17800**
Budget Account: 3219
GL: 8501
Draw #: _____

SECTION D

Request for Reimbursement

Program Name: Epidemiology and Laboratory Capacity (ELC) Office of Public Health Investigation and Epidemiology (OPHIE)	Subrecipient Name: Carson City Health and Human Services Dustin Boothe
Address: 4126 Technology Way, Suite #200 Carson City, NV 90706-2009	Address: 900 East Long Street Carson City, NV 89706
Subaward Period: January 20 th , 2020 through November 17, 2022	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	\$2,746,599.00	\$0.00	\$0.00	\$0.00	\$2,746,599.00	0.0%
2. Travel	\$4,344.00	\$0.00	\$0.00	\$0.00	\$4,344.00	0.0%
3. Operating	\$31,888.00	\$0.00	\$0.00	\$0.00	\$31,888.00	0.0%
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$87,360.00	\$0.00	\$0.00	\$0.00	\$87,360.00	0.0%
6. Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Other	\$279,780.00	\$0.00	\$0.00	\$0.00	\$279,780.00	0.0%
8. Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
Total	\$3,149,971.00	\$0.00	\$0.00	\$0.00	\$3,149,971.00	0.0%

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 _____

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SECTION E

Audit Information Request

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

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

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

JUNE 30th

4. What is the official name of your organization?

CARSON CITY, NEVADA

5. How often is your organization audited?

Annually

6. When was your last audit performed?

Sept - Nov 2019

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

7/1/18 - 6/30/19

8. Which accounting firm conducted your last audit?

Piercy Bowler, Taylor
+ Kern

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

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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.

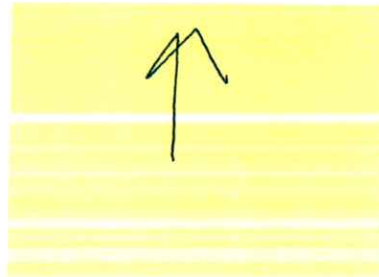
Name

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.



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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 Service

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.

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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

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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.

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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.

STEVE SISOLAK
Governor



LISA SHERYCH
Administrator

RICHARD WHITLEY, MS
Director

IHSAN AZZAM, Ph.D., M.D.
Chief Medical Officer

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June 22, 2020

MEMORANDUM

TO: Christina Hadwick, ASO IV *CH*
Division of Public and Behavioral Health

THROUGH: Julia Peek, Deputy Administrator for Community Services, DPBH
Lindsey Kinsinger, OPHIE Section Manager

FROM: Judy DuMonte, ELC Program Manager *JDM*
Office of Public Health Investigations and Epidemiology (OPHIE)

SUBJECT: REQUEST FOR RETROACTIVE APPROVAL

This memorandum requests that the following subgrant(s) be approved for a retroactive start date. These subgrants were delayed due to the emergent funding for COVID-19 activities being allowed back to January 20, 2020 when the President of the United States declared a Federal Emergency and the NOGA for this funding wasn't received until 5/18/2020 and then needing approval by the Interim Finance Committee whom approved the Work Program for these funding activities on 6/1/2020.

CDC ELC Grant Subgrants:

HD# 17791 University of Nevada, Reno
HD# 17792 Univeristy of Nevada, Las Vegas
HD# 17793 Great Basin College
HD# 17800 Carson City Health and Human Services
HD# 17802 Southern Nevada Health District
HD# 17803 Washoe County Health District
HD# 17804 Mineral County

In this instance, a retro active start date could not be avoided.

If you have any questions, please contact Judy DuMonte at (775) 684-2229 or jdumonte@health.nv.gov.

cc: Contract Unit
Division of Public and Behavioral Health



Nevada Department of
Health and Human Services
DIVISION OF PUBLIC AND
BEHAVIORAL HEALTH

*Helping People --
It's Who We Are And What We Do*

STAFF FUNDING MAP - COVID Response - Investigations, Monitoring, Call Center, Negative Call Backs

Position	Current -9/30/2020	10/1/2020 - 12/31/2020	1/1/2020 - 3/15/2021	3/16/2021- 11/17/2022
Lead Disease Investigator	PHEP COVID-19	ELC CARES	ELC CARES	ELC CARES
Lead Disease Investigator	CDC Foundation	CDC Foundation	CDC Foundation	ELC Enhancing Detection
Disease Investigator	CDC Foundation	CDC Foundation	CDC Foundation	
Disease Investigator	PHEP COVID-19	Not Available	Not Available	Not Available
Disease Investigator, Monitor	NSHE	NSHE	ELC CARES	ELC CARES
Disease Investigator, Monitor	NSHE	NSHE	ELC Enhancing Detection	ELC Enhancing Detection
Disease Investigator, PT City Staff	PHEP COVID-19			
Disease Investigator, PT (Recruiting)	City CARES	City CARES		
Disease Investigator		**Requesting from Douglas County	Not Available	Not Available
Supervising Daily Ops, Investigations, Monitoring (Recruiting)	NSHE	NSHE	ELC Enhancing Detection	ELC Enhancing Detection
Epidemiologist	NSHE	NSHE	ELC Enhancing Detection	ELC Enhancing Detection
Epidemiologist/Statistician	NSHE	NSHE	ELC Enhancing Detection	ELC Enhancing Detection
Administrative Assistant - Investigations/Monitoring (Recruiting)	ELC Enhancing Detection	ELC Enhancing Detection	ELC Enhancing Detection	ELC Enhancing Detection
Administrative Assistant-Testing	ELC Enhancing Detection	ELC Enhancing Detection	ELC Enhancing Detection	ELC Enhancing Detection
IT Technology (Recruiting)	ELC Enhancing Detection	ELC Enhancing Detection	ELC Enhancing Detection	ELC Enhancing Detection
Fiscal Support (Will Be Recruiting)	ELC Enhancing Detection	ELC Enhancing Detection	ELC Enhancing Detection	ELC Enhancing Detection
Call Center, Monitoring	National Guard	National Guard	Not Available	Not Available
Call Center, Monitoring	National Guard	National Guard	Not Available	Not Available
COVID Test Scheduler	PHEP COVID-19	PHEP COVID-19	PHEP COVID-19	
Testing Coordinator	NSHE	NSHE	PHEP COVID-19	ELC Enhancing Detection
Testing RN	PHEP COVID-19	PHEP COVID-19	PHEP COVID-19	
Testing RN	PHEP COVID-19	PHEP COVID-19	PHEP COVID-19	
Testing RN (Will Be Recruiting)	PHEP COVID-19	PHEP COVID-19	PHEP COVID-19	
Testing RN	PHEP COVID-19			
Testing RN	PHEP COVID-19			
Testing LPN	PHEP COVID-19	PHEP COVID-19	PHEP COVID-19	
Testing Personnel - (Some Funding Will Be Re-directed)	ELC Enhancing Detection	ELC Enhancing Detection	ELC Enhancing Detection	ELC Enhancing Detection

STAFF FUNDING MAP - COVID Response - Investigations, Monitoring, Call Center, Negative Call Backs				
Position	Current -9/30/2020	10/1/2020 - 12/31/2020	1/1/2020 - 3/15/2021	3/16/2021 - 11/17/2022
Call Center Personnel - (Some Funding Will Be Re-directed)	ELC Enhancing Detection	ELC Enhancing Detection	ELC Enhancing Detection	ELC Enhancing Detection
Call Center, Monitoring	National Guard	National Guard	Not Available	Not Available
Call Center, Testing Admin	National Guard	National Guard	Not Available	Not Available
Monitoring	Volunteer	Volunteer, ELC Enhancing Detection		
Call Center	PHEP COVID-19	PHEP COVID-19	Not Available	Not Available
Call Center	PHEP COVID-19	PHEP COVID-19	PHEP COVID-19	
Call Center, PT	City CARES	City CARES	PHEP COVID-19	

NSHE - Nevada System of Higher Education thru grant

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8.11.20