



## STAFF REPORT

**Report To:** Board of Supervisors                      **Meeting Date:** September 2, 2021

**Staff Contact:** Nicki Aaker, [naaker@carson.org](mailto:naaker@carson.org); Jeanne Freeman, [jmfreeman@carson.org](mailto:jmfreeman@carson.org)

**Agenda Title:** For Possible Action: Discussion and possible action regarding a proposed acceptance of the COVID-19 Health Equity grant from the Centers for Disease Control and Prevention through the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health (the "State") in the amount of \$767,015.77 through June 30, 2024. (Nicki Aaker, [NAaker@carson.org](mailto:NAaker@carson.org); Jeanne Freeman, [jmfreeman@carson.org](mailto:jmfreeman@carson.org))

Staff Summary: Acceptance of this grant will assist with addressing vaccine confidence among underserved populations. The grant is retroactive to July 1, 2021 and goes through June 30, 2024. The base grant amount is \$188,140.00, which will be added to the proposed budget amount of \$578,875.77 for a total grant amount of \$767,015.77. This grant is a result of the COVID-19 pandemic and did not require the submission of an application.

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

### **Proposed Motion**

I move to accept the grant as discussed.

### **Board's Strategic Goal**

Quality of Life

### **Previous Action**

N/A

### **Background/Issues & Analysis**

The State is awarding local health authorities this grant as a passthrough from the Centers for Disease Control and Prevention. These funds will assist with addressing vaccine confidence among underserved populations due to the COVID-19 pandemic response. Funds will be used for personnel, contractual employees, mileage, operating expenses, equipment to retrofit a van to serve as a mobile vaccination and education clinic. The van will be purchased from another grant pending approval of the Centers for Disease Control and Prevention.

The program objectives include the following: (1) Fund local health departments ("LHD") to find other health programs to collaborate with and promote COVID-19 vaccination; (2) By collaborating with LHD partners, including Immunize Nevada Community Health Workers, identify and conduct mobile vaccination clinics and outreach at targeted sites; (3) Fund educational campaigns, outreach, marketing approaches and materials with programs to increase acceptance of COVID-19 vaccination among at least three prioritized racial and ethnic minority groups per health jurisdiction; (4) Provide subject-matter expertise during all community events promoting and/or educating about COVID-19 vaccination in racial and ethnic population sub-groups throughout the response; (5) Engage in existing community outreach activities and collaborate and/or contract with local Community Health Workers, immunization coalitions, and patient navigators to improve education and outreach

to prioritized communities of focus; (6) Fund LHDs to partner with local jails and detention centers to vaccinate inmates against COVID-19 and flu; (7) Fund local health departments to complete assessments to determine what type of event would best serve the community, host appropriate events, and/or work with partners to host appropriate events; (8) Nevada State Immunization Program, LHDs, and Immunize Nevada will work with professional medical organizations that specifically represent communities of color to promote COVID-19 vaccinations; (9) Funded partners will ensure ease of access and remove barriers that may exist for patient registration and appointments; (10) LHDs to ensure at least 50% of clinics are walk ins at community-based clinics; (11) LHDs to conduct school-based clinics with simple registration processes; and (12) Fund LHDs and Immunize Nevada to sustain COVID-19 Vaccine Program efforts, including compliance visits and other activities as required in the COVID-19 supplement 3, through June 30, 2024.

**Applicable Statute, Code, Policy, Rule or Regulation**

Carson City Grant Administration Policy

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Grant Fund, Health Department 2756800-50XXXX, IZ COVID Vaccination Health Equity grant; G680022044

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** If accepted, revenues and expenses will be augmented during the first round of budget augmentations.

**Alternatives**

Do not authorize acceptance of the grant and provide alternative direction to staff.

**Attachments:**

[IZ\\_COVID\\_Equity\\_Rd\\_4\\_SG\\_25387\\_-\\_Carson\\_City\\_Health\\_and\\_Human\\_Services\\_\\_06-30-24\\_FINAL-unlocked.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. #: **SG 25387**  
 Budget Account: 3213  
 Category: 18  
 GL: 8501  
 Job Number: 9326821V

**NOTICE OF SUBAWARD**

<b>Program Name:</b> Nevada State Immunization Program Office of Bureau of Child, Family & Community Wellness Shannon Bennett, sbennett@health.nv.gov	<b>Subrecipient's Name:</b> Carson City Health and Human Services (CCHHS)
<b>Address:</b> 4150 Technology Way, Suite 210 Carson City, NV 89706-2009	<b>Address:</b> 900 E. Long St. Carson City, NV 89706
<b>Subaward Period:</b> 07/01/2021 through 06/30/2024	<b>Subrecipient's:</b> EIN: <u>88-6000189</u> Vendor #: <u>T80990941 J</u> Dun & Bradstreet: <u>073787152</u>

**Purpose of Award:** To address vaccine confidence among underserved populations.

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

<b>Approved Budget Categories:</b>	<b>FEDERAL AWARD COMPUTATION:</b>
1. Personnel <b>\$285,789.00</b>	Total Obligated by this Action: \$ 767,015.77
2. Travel <b>\$6,552.00</b>	Cumulative Prior Awards this Budget Period: \$ 1,659,367.69
3. Operating <b>\$33,201.00</b>	Total Federal Funds Awarded to Date: \$ 2,426,383.46
4. Equipment <b>\$30,000.00</b>	Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N
5. Contractual/Consultant <b>\$347,080.00</b>	Amount Required this Action: \$ 0.00
6. Training <b>\$100.00</b>	Amount Required Prior Awards: \$ 0.00
7. Other <b>\$24,307.41</b>	Total Match Amount Required: \$ 0.00
<b>TOTAL DIRECT COSTS \$727,029.41</b>	Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N
8. Indirect Costs <b>\$39,986.36</b>	<b>Federal Budget Period:</b> 07/01/2020 – 06/30/2024
<b>TOTAL APPROVED BUDGET \$767,015.77</b>	<b>Federal Project Period:</b> 07/01/2020 – 06/30/2024
	<b>FOR AGENCY USE, ONLY</b>

<b>Source of Funds:</b> Immunization and Vaccines for Children	<b>% Funds:</b> 100%	<b>CFDA:</b> 93.268	<b>FAIN:</b> NH231P922609	<b>Federal Grant #:</b> 6 NH231P922609-02-07	<b>Grant Award Date by Federal Agency:</b> 03/31/2021
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**Agency Approved Indirect Rate:** 7.3% **Subrecipient Approved Indirect Rate:** 5.5%

**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.

<b>Incorporated Documents:</b> 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; and Section G: DHHS Business Associate Addendum
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Name	Signature	Date
Nicki Aaker Director		
Karissa Loper, MPH Health 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 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).

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

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.**

**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**

The intent of this subgrant is to address vaccine confidence among underserved populations.

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 (July 1, 2021 to June 30, 2024)**

<b>Objective</b>	<b>Activities</b>	<b>Target Population</b>	<b>Performance Measure</b>
<b>2.1.1:</b> Fund local health departments to work within each respective department to find other health programs to collaborate and promote COVID-19 vaccination within by July 1, 2021.	<ul style="list-style-type: none"> <li>Collaborate with environmental health inspectors, WIC program staff, Community Health workers, and case workers to share information with clients about the COVID vaccine during every interaction by June 30, 2024 (begin July 1, 2021).</li> <li>Create population-specific materials to be distributed to clients by other division in the health department to encourage vaccine uptake. Begin July 1, 2021 and complete by June 30, 2024.</li> <li>On a quarterly basis, provide mobile or pop-up vaccination events and vaccine education opportunities in micro-communities within rural counties and to employers who hire underserved or transient work populations. To begin January 1, 2021 and be completed by June 30, 2024.</li> <li>Retrofit an existing city vehicle to serve as a mobile vaccination clinic in frontier and rural communities by October 1, 2021.</li> </ul>	<i>Essential workers, low-income groups, individuals who receive any level of government assistance, inmates, individuals with behavioral health challenges, homeless, individuals who live in rural and frontier communities</i>	<p><i>(PM) 2.1.1 Sub award with each of the three LHAs by July 1, 2021.</i></p> <p><i>Required PM 2: Describe work in the past quarter to partner with local health departments to promote vaccine awareness and uptake.</i></p> <p><i>Required PM 3: Provide a description of the work and successes/challenges of health department partnerships in reaching the high risk and underserved populations in the past quarter.</i></p> <p><i>Required PM 5: Describe mobile COVID-19 vaccination efforts in the past quarter in communities facing disparities, including the number of events and the number of days the events were held.</i></p>
<b>2.1.2</b> By collaborating with local health department partners, including Immunize Nevada CHWs, identify and conduct mobile vaccination clinics and outreach at targeted sites across jurisdiction by August 2021. This can include HIV clinics, WIC clinics, etc.	<ul style="list-style-type: none"> <li>On a quarterly basis throughout the grant period, partner with Immunize NV, UNR med school, rural healthcare partners, the Quad-County Healthcare Coalition, and rural community health nurses to provide at least two mobile vaccination and education clinics at targeted sites across the Quad-County region.</li> </ul>	<i>Individuals utilizing WIC services, Individuals who are served by an HIV case manager, transient groups, rural and frontier communities</i>	<i>Required PM 6: Describe the vaccination services available through CBOs and other local partners in the past quarter.</i>
<b>2.1.3</b> Fund interdepartmental educational campaigns, outreach,	<ul style="list-style-type: none"> <li>Collaborate with community organizations such, but not limited to, the business chambers, county Human Resources departments, Partnership</li> </ul>	<i>Latinx populations; migrant worker populations on worker visas; service industry workers;</i>	<i>Required PM 7: Describe work in the past quarter to partner with community</i>

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

<p>marketing approaches and materials with programs within the local health departments to increase acceptance of COVID-19 vaccination among at least three prioritized racial and ethnic minority groups per health jurisdiction by August 2021.</p>	<p>Carson City, Partnership Douglas County, and Healthy Communities Coalition of Lyon and Storey Counties, to create a task force for message development to increase vaccination uptake among hard to reach populations across the Quad-Counties region by September 30, 2021.</p> <ul style="list-style-type: none"> <li>• Develop Quad-County region-specific advertising and education outreach campaign that aligns with state education outreach campaign by October 25, 2021</li> <li>• As needed, adjust region-specific advertising and education outreach campaign as vaccine authorization changes at the federal level and if booster shots are recommended.</li> </ul>	<p><i>transient/seasonal workers (e.g., ski resort, casino, and restaurant workers)</i></p>	<p><i>organizations, and other trusted sources to promote vaccine awareness and uptake.</i></p>
<p><b>2.1.4</b> Provide subject-matter expertise during all community events promoting and/or educating about COVID-19 vaccination in racial and ethnic population sub-groups throughout the response. Examples of community events include townhalls, round-tables, and Q/A sessions.</p>	<ul style="list-style-type: none"> <li>• Community Health Workers to provide subject matter expertise and education about COVID-19 vaccinations at all community events throughout the grant period. Events may include, but not be limited to, virtual town halls, back to school events, flu vaccination events, back to school vaccination events, National Night Out, community safety days, and doc talks</li> </ul>	<p><i>Hard to reach rural/frontier residents; racial/ethnic minorities including Latinx, black, and Asian groups; Transient workers; migrant workers on work visas</i></p>	
<p><b>2.1.5</b> Engage in existing community outreach activities and collaborate and/or contract with local Community Health Workers, immunization coalitions, and patient navigators to improve education and outreach to prioritized communities of focus. Please note, these efforts should complement other existing Federally-funded efforts.</p>	<ul style="list-style-type: none"> <li>• Hire at least two community health workers to serve as liaisons with other community outreach groups to enhance those outreach efforts with additional COVID education and to offer COVID education across the Quad-County region.</li> <li>• Community health workers will collaborate with disease investigations unit, human services division, and HIV coordinator to connect COVID patients with services they may need in the community while in isolation/quarantine or while recovering from COVID-19.</li> </ul>	<p><i>All Quad-County residents</i></p>	
<p><b>3.6.1</b> Fund LHDs to partner with local jails and detention centers to vaccinate inmates against COVID-19 and flu.</p>	<ul style="list-style-type: none"> <li>• Partner with jails in Carson City, Douglas County, Lyon County, and Storey County to offer flu and/or COVID vaccinations on a quarterly basis throughout the grant period.</li> <li>• Partner with juvenile probation temporary and residential facilities to offer flu and/or COVID vaccinations on a quarterly basis throughout the grant period.</li> <li>• Partner with court-ordered drug treatment or behavioral health programs to offer flu and/or</li> </ul>	<p><i>Incarcerated individuals in the county jails of the Quad-County region. Youth in temporary and residential facilities.</i></p> <p><i>Individuals in court-ordered drug treatment or behavioral health programs</i></p>	<p><i>(PM) 3.6 All Nevada correctional facilities have access to COVID-19 and flu vaccine by October 2021.</i></p>

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

	COVID-19 vaccinations on a quarterly basis throughout the grant period.		
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<b>Objective</b>	<b>Activities</b>	<b>Target Population</b>	<b>Performance Measure</b>
<p><b>4.1.1</b> Fund LHDs to complete assessments to determine what type of event would best serve the community, host appropriate events, and/or work with partners to host appropriate events.</p> <p>This can should include contracting with a mobile clinic if needed.</p>	<ul style="list-style-type: none"> <li>Collaborate with emergency management, healthcare partners, and other community stakeholders to conduct a survey with the public and employers as to the best type of vaccination events to be held in each of the four counties that make up the Quad-County region by September 30, 2021.</li> <li>Collaborate with partners to include, but not be limited to, Immunize NV, Quad-County Healthcare Coalition, Emergency Management, Chambers of Commerce, private partners, to host vaccination events that align with results of surveys and interviews regarding types of events throughout the grant period. These events may involve the mobile clinic or a pop-up design.</li> </ul>	<i>All Quad-County residents, visitors, and employees</i>	<i>(PM) 4.1: Sub awards with LHDs executed by July 1, 2021.</i>
<p><b>4.3.1</b> Encourage LHDs to hire culturally competent medical personnel (CHWs, Mas, other vaccinating providers as necessary) to serve the identified community to administer COVID-19 vaccine.</p>	<ul style="list-style-type: none"> <li>Hire and/or employ a culturally diverse and competent vaccination workforce by August 30, 2021.</li> <li>Maintain a culturally diverse and competent vaccination workforce throughout the grant period.</li> </ul>	<i>All Quad-County residents, visitors, and employees</i>	<i>(PM) 4.3: Technical assistance and/or training with LHDs to discuss how to hire for cultural competency held by July 31, 2021.</i>
<p><b>4.3.2</b> NSIP, LHDs, and Immunize Nevada will work with professional medical organizations to that specifically represent communities of color to promote COVID-19 vaccinations.</p>	<ul style="list-style-type: none"> <li>Collaborate with UNR Medical School, UNR Orvis School of Nursing, and student groups of color to assist with promoting COVID-19 vaccinations throughout the grant period.</li> <li>Collaborate with WNC Nursing program to have faculty/students be part of media development collaborative for Quad-County region to support COVID-19 vaccination uptake by communities of color throughout the grant period.</li> <li>Collaborate with the Governor's Council for Developmental Disabilities to assist with media development to support COVID-19 vaccination uptake by communities with developmental disabilities throughout the grant period.</li> </ul>	<i>All Quad-County residents, visitors, and employees</i>	
<p><b>4.6.1</b> Funded partners will ensure ease of access and remove barriers that may exist for patient registration and appointments. Encourage walk in vaccine availability across the state.</p>	<ul style="list-style-type: none"> <li>Continue to seek ways to improve access and remove barriers for patients interested in receiving the COVID-19 vaccine. Methods to include, but not be limited to, increasing walk-in availability, offering COVID-19 vaccines along with other vaccines, and utilizing call-in appointment options.</li> <li>CCHHS to serve as a regional distributor of COVID-19 vaccines to support vaccines being</li> </ul>	<i>All Quad-County residents, employees, and visitors; Any Quad-County resident who may not have access to technology to make an appointment; All Quad-County vaccine providers</i>	<i>Required PM 8: Describe the work in the past quarter to simplify COVID-19 vaccine registration processes, including successes and challenges. Describe existing non-digital options for COVID-19 registration.</i>



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

	offered through a variety of providers who are unable to store large amount of vaccine.		
LHDs to ensure at least 50% of clinics are walk ins at community-based clinics.	<ul style="list-style-type: none"> <li>Ensure at least 50% of vaccines offered at community-based clinics are available for walk-in patients by July 31, 2021.</li> </ul>	<i>All Quad-County residents, employees, and visitors.</i>	
LHDs to conduct school-based clinics with simple registration processes.	<ul style="list-style-type: none"> <li>Offer school-based COVID-19 vaccination events beginning May 1, 2021. Events to be held in accordance with school schedule and willingness to participate.</li> <li>All registration processes for school-based events will be simplified to allow for appointments and at least 50% walk ins.</li> <li>All registration processes for school-based events will have materials provided in multiple languages to include, but not be limited to English and Spanish.</li> </ul>	<i>All Quad-County students and school-based staff</i>	
<b>Optional 4.7</b> Provide option to LHDs and Immunize Nevada to support free or subsidized transportations options in each respective community by partnering with transportation agencies and companies.	<ul style="list-style-type: none"> <li>Provide free or subsidized transportation to community-vaccination events through community-based transportation options to include, but not be limited to, taxis, public bus transportation, faith-based transportation options, and ride-share services.</li> </ul>	<i>All Quad-County residents, visitors, and employees</i>	<i>(PM) 4.7: Sub awards established with LHDs and Immunize Nevada by July 1, 2021.</i>

<b>Objective</b>	<b>Activities</b>	<b>Target Population</b>	<b>Performance Measure</b>
<b>7.2</b> Fund LHDs and Immunize Nevada to sustain COVID-19 Vaccine Program efforts, including compliance visits and other activities as required in the COVID-19 supplement 3, through June 30, 2024.	<ul style="list-style-type: none"> <li>Sustain COVID-19 compliance visits with Quad-County healthcare providers offering the COVID-19 vaccine from July 1, 2022 through June 30, 2024.</li> </ul>	<i>Quad-County healthcare providers offering COVID-19 vaccines.</i>	

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 Division of Public and Behavioral Health through Grant Number 6 NH23IP922609-02-07 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 6 NH23IP922609-02-07 from The Centers for Disease Control and Prevention (CDC).

**Funding Sources:** Nevada Immunization & Vaccine for Children Federal Grant (CDC) COVID-19 Funds  
**% Funds:** 100%

**Applicant Name: Carson City Health and Human Services**

**BUDGET NARRATIVE**

					<b>Budget Ceiling</b>	<b>\$</b>	<b>188,140.00</b>	
<b>Total Personnel Costs</b>					including fringe	<b>Total:</b>	<b>\$</b>	<b>71,447.00</b>
-								
	<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>Vacant, Administrative Assistant 7/1/2021-6/30/2022</u>	\$42,283.15	60.720%	12.500%	12	100.00%		\$8,495.00	
	<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>Vacant, Administrative Assistant 7/1/2022-6/30/2024</u>	\$46,174.26	60.720%	2.500%	24	200.00%		\$3,711.00	
	<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>New Position (Vacant), Public Health Program Specialist (COVID Vaccine Event and Equity Lead) - July 1, 2021-June 30, 2024</u>	\$53,201.36	40.960%	12.500%	36	300.00%		\$28,122.00	
	<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>New Position (Vacant), Certified Community Health Worker Part-Time (Bi-Lingual) - July 1, 2021-June 30, 2024</u>	\$45,760.00	4.500%	12.500%	36	300.00%		\$17,932.00	
	<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>Amber LaFollette, Fiscal Analyst - July 1, 2021-June 30, 2024</u>	\$59,158.82	60.720%	2.500%	36	300.00%		\$7,131	
	<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>Veronica Galas, Public Health Educator - July 1, 2022 - June 30, 2024</u>	\$81,021.00	49.500%	2.500%	24	200.00%		\$6,056.00	
-								
<b>Total Fringe Cost</b>					<b>\$18,254</b>	<b>Total Salary Cost:</b>		<b>\$53,192.58</b>
<b>Total Budgeted FTE</b>					<b>0.45000</b>			

<b>Travel</b>	<b>Total:</b>	<b>\$1,638.00</b>
<b>Out-of-State Travel</b>		<b>\$0.00</b>

<b>In-State Travel</b>		<b>\$1,638.00</b>
	<u># of Trips</u>	<u># of days</u>
	<u># of Staff</u>	
<u>Origin (Carson City Health and Human Services) &amp; Destination (Various Locations throughout Quad-Counties Region)</u>	<u>Cost</u>	

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

Mileage: (\$0.56 per mile x 130 miles per r/trip) x 30 trips per year x 1 staff x 3 years X 25% of trips	\$72,800	23	1	\$1,638.00
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<b>Operating</b>	<b>Total:</b>	<b>\$6,469.00</b>
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Office supplies \$ 75 x .45 FTE staff x 36 mo.	\$1,215.00
Vaccination supplies to include, but not be limited to, Band-Aids, sharps containers, needles, and syringes (\$62.50/ month x 36 months)	\$2,250.00
Online training tool software (\$4.75/month x 36 mo.)	\$171.00
Printing and social media for advertising campaign - to include, but not be limited to posters, wall stickers, flyers, individual stickers, social media post boosting	\$2,833.00

<b>Equipment</b>	<b>Total:</b>	<b>\$7,500.00</b>
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Describe equipment: Revamp or retrofit of existing Carson City vehicle to serve as a mobile vaccination and education clinic across the Quad-County region. To assist in serving hard-to-reach and vulnerable communities. Retrofit to include, but not be limited to, storage shelves, patient seating, vaccine freezer/refrigerator capability, and back-up power generator/solar power.	\$7,500.00
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<b>Contractual</b>	<b>Total</b>	<b>\$85,520.00</b>
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<u>Name of Contractor, Subrecipient:</u> NSHE - Nevada State Higher Education	<b>Total</b>	<b>\$46,200</b>
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Method of Selection: Competitive Bid - State Joinder Contract

Period of Performance: July 1, 2022 - June 30, 2024

Scope of Work: NSHE staff to serve as COVID-19 vaccinator compliance and education lead. Staff member will conduct compliance checks with COVID-19 vaccinators throughout the Quad-County region and will oversee two Community Health Workers doing education outreach in the community, with providers, and with other health department staff to increase vaccine uptake among the hard-to-reach populations including, but not limited to, ethnic/race minority groups, frontier/rural residents, homeless, those residing in detention facilities, etc.

\* Sole Source Justification: Define if sole source method, not needed for competitive bid

Budget

Personnel	\$46,200.00
Travel	\$0.00
Total Budget	-
	\$46,200.00

Method of Accountability:

The NSHE staff member will report to the Public Health Preparedness Manager, will participate in bi-weekly staff meetings to update on progress, and will provide quarterly reports for grant deliverables as outlined in the subgrant award.

<u>Name of Contractor, Subrecipient:</u> Marathon - Full-Time Certified Bi-Lingual Community Health Worker	<b>Total</b>	<b>\$34,320</b>
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Method of Selection: Competitive Bid (State Joinder Contract)

Period of Performance: July 1, 2021-June 30, 2024

Scope of Work: Assist individuals and communities to adopt healthy behaviors related to COVID-19 mitigation and vaccination efforts. Conduct outreach for medical personnel or health organizations to implement programs in the community that promote, maintain, and improve individual and community health related to COVID-19; provide information on available resources; provide social support and education; advocate for individuals and community health needs; and collect data to help identify community health needs related to COVID-19.

\* Sole Source Justification: Define if sole source method, not needed for competitive bid

Budget

Personnel	\$34,320.00
Travel	\$0.00

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

Total Budget	-	-	\$34,320.00
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**Method of Accountability:** Certified Community Health Worker will report to the COVID Compliance and Education lead who is overseen by the Quad-County Public Health Manager. The CHW will provide bi-weekly updates to the COVID Compliance and Education lead who will pass them along to their supervisor. The CHW will also be responsible for submitting reports to align with subgrant deliverables as outlined in the approved scope of work.

**Name of Contractor, Subrecipient:** TBD - Advertising Agency **Total \$5,000**

**Method of Selection:** Competitive Bid or State Joinder Contract

**Period of Performance:** July 1, 2021-June 30, 2022

**Scope of Work:** Develop Quad-County specific advertising campaign that aligns with state advertising campaign regarding COVID-19 and mitigation efforts for respiratory diseases. Materials will be developed for a broad range of audiences including healthcare providers, employers, and social service entities. Materials will be translated into at least English and Spanish, but potentially also Tagalog.

**\* Sole Source Justification:** Define if sole source method, not needed for competitive bid

<b>Budget</b>			
Personnel			\$5,000.00
Travel			\$0.00
Total Budget			\$5,000.00

**Method of Accountability:**

The consultant will work with a community-based task force developed to represent diverse voices in the community regarding COVID-19 messaging. The task force will be led by the CCHHS Public Information Officer who reports to the Quad-County Public Health Preparedness Manager. All final approvals will go through the Public Health Preparedness Manager and the CCHHS Director.

<b>Training</b>		<b>Total:</b>	<b>\$25.00</b>
Community Health Worker Certification Class (2 x \$50) X 25% of cost			\$25.00

<b>Other</b>		<b>Total:</b>	<b>\$5,733.00</b>
Printing Services: \$ 50/mo. x 36 months	\$1,800.00		
Copier/Printer Lease: \$ 5 x 36 months	\$180.00		
Postage: \$ 5 per mo. x 36 months	\$180.00		
Phone Line: \$ 11 per mo. x 36 months x .5375 FTE	\$212.85		
Conference Call Service: \$ 10 per mo. x 36 months	\$360.00		
Travel vouchers to support Quad-County residents being transported to and from vaccination sites (800 voucher/year x 3 years x \$1.25)	\$3,000.00		

<b>TOTAL DIRECT CHARGES</b>	<b>\$178,332.00</b>
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<b>Indirect Charges</b>	<b>Indirect Rate:</b>	<b>5.500%</b>	<b>\$9,808.00</b>
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**Indirect Methodology:** Indirect of 5.5% is calculated from the total direct charges. Some of these funds are used for human resources support and payroll support of the grant, along with other indirect charges. If the subrecipient has never received a negotiated rate, a de minimis rate of 10% of MTDC may be used per 2 CFR § 200.414 Indirect (F&A) costs.

<b>TOTAL BUDGET</b>	<b>Total:</b>	<b>\$188,140.00</b>
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**75% Equity Budget**

**Applicant Name:** Carson City Health and Human Services

**BUDGET NARRATIVE**

<b>Total Personnel Costs</b>	including fringe	<b>Total:</b>	<b>Budget Ceiling \$ 578,875.77</b>
			<b>\$ 214,342.00</b>

	Annual Salary	Fringe Rate	% of Time	Months	Percent of Months worked Annual	Amount Requested
Vacant Administrative Assistant 7/1/2021-6/30/2022	\$42,283.15	60.720 %	37.500%	12	100.00%	\$25,484.00

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

	<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>Vacant, Administrative Assistant 7/1/2022-6/30/2024</u>	\$46,174.26	60.720 %	7.500%	24	200.00%	\$11,132.00
<u>New Position (Vacant), Public Health Program Specialist (COVID Vaccine Event and Equity Lead) - July 1, 2021-June 30, 2024</u>	\$53,201.36	40.960 %	37.500%	36	300.00%	\$84,367.00
<u>New Position (Vacant), Certified Community Health Worker Part-Time (Bi-Lingual) - July 1, 2021-June 30, 2024</u>	\$45,760.00	4.500%	37.500%	36	300.00%	\$53,797.00
<u>Amber LaFollette, Fiscal Analyst - July 1, 2021-June 30, 2024</u>	\$59,158.82	60.720 %	7.500%	36	300.00%	\$21,393.00
<u>Veronica Galas, Public Health Educator - July 1, 2022 - June 30, 2024</u>	\$81,021.00	49.500 %	7.500%	24	200.00%	\$18,169.00

<b>Total Fringe Cost</b>	<b>\$54,763</b>	<b>Total Salary Cost:</b>	<b>\$159,577.73</b>
<b>Total Budgeted FTE</b>	<b>1.35000</b>		

<b>Travel</b>	<b>Total:</b>	<b>\$4,914.00</b>
<b>Out-of-State Travel</b>		<b>\$0.00</b>

<b>In-State Travel</b>					<b>\$4,914.00</b>
<u>Origin (Carson City Health and Human Services) &amp; Destination (Various Locations throughout Quad-Counties Region)</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>	
Mileage: (\$0.56 per mile x 130 miles per r/trip) x 30 trips per year x 1 staff x 3 years x 75% of trips	\$72.800	68		1	\$4,914.00

<b>Operating</b>	<b>Total:</b>	<b>\$26,732.00</b>
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Office supplies \$ 75 x 1.35 FTE staff x36 mo.	\$3,645.00
Vaccination supplies to include, but not be limited to, Band-Aids, sharps containers, needles, and syringes (\$187.50/ month x 36 months)	\$6,750.00
Online training tool software (\$14.25/month x 36 mo.)	\$513.00
Printing and social media for advertising campaign - to include, but not be limited to posters, wall stickers, flyers, individual stickers, and social media post boosting	\$15,824.00

<b>Equipment</b>	<b>Total:</b>	<b>\$22,500.00</b>
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Describe equipment: Revamp or retrofit of existing Carson City vehicle to serve as a mobile vaccination and education clinic across the Quad-County region. To assist in serving hard-to-reach and vulnerable communities. Retrofit to include, but not be limited to, storage shelves, patient seating, vaccine freezer/refrigerator capability, and back-up power generator/solar power.	\$22,500.00
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<b>Contractual</b>	<b>\$261,560.00</b>
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**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

Name of Contractor, Subrecipient: NSHE - Nevada State Higher Education **Total \$138,600**

Method of Selection: Competitive Bid - State Joinder Contract

Period of Performance: July 1, 2022 - June 30, 2024

Scope of Work: NSHE staff to serve as COVID-19 vaccinator compliance and education lead. Staff member will conduct compliance checks with COVID-19 vaccinators throughout the Quad-County region and will oversee two Community Health Workers doing education outreach in the community, with providers, and with other health department staff to increase vaccine uptake among the hard-to-reach populations including, but not limited to, ethnic/race minority groups, frontier/rural residents, homeless, those residing in detention facilities, etc.

\* Sole Source Justification: Define if sole source method, not needed for competitive bid

Budget

Personnel		\$138,600.00
Travel		\$0.00
<b>Total Budget</b>	-            -	<b>\$138,600.00</b>

Method of Accountability:

The NSHE staff member will report to the Public Health Preparedness Manager, will participate in bi-weekly staff meetings to update on progress, and will provide quarterly reports for grant deliverables as outlined in the subgrant award.

Name of Contractor, Subrecipient: Marathon - Full-Time Certified Bi-Lingual Community Health Worker **Total \$102,960**

Method of Selection: Competitive Bid (State Joinder Contract)

Period of Performance: July 1, 2021-June 30, 2024

Scope of Work: Assist individuals and communities to adopt healthy behaviors related to COVID-19 mitigation and vaccination efforts. Conduct outreach for medical personnel or health organizations to implement programs in the community that promote, maintain, and improve individual and community health related to COVID-19; provide information on available resources; provide social support and education; advocate for individuals and community health needs; and collect data to help identify community health needs related to COVID-19.

\* Sole Source Justification: Define if sole source method, not needed for competitive bid

Budget

Personnel		\$102,960.00
Travel		\$0.00
<b>Total Budget</b>	-            -	<b>\$102,960.00</b>

Method of Accountability: Certified Community Health Worker will report to the COVID Compliance and Education lead who is overseen by the Quad-County Public Health Manager. The CHW will provide bi-weekly updates to the COVID Compliance and Education lead who will pass them along to their supervisor. The CHW will also be responsible for submitting reports to align with subgrant deliverables as outlined in the approved scope of work.

Name of Contractor, Subrecipient: TBD - Advertising Agency **Total \$20,000**

Method of Selection: Competitive Bid or State Joinder Contract

Period of Performance: July 1, 2021-June 30, 2022

Scope of Work: Develop Quad-County specific advertising campaign that aligns with state advertising campaign regarding COVID-19 and mitigation efforts for respiratory diseases. Materials will be developed for a broad range of audiences including healthcare providers, employers, and social service entities. Materials will be translated into at least English and Spanish, but potentially also Tagalog.

\* Sole Source Justification: Define if sole source method, not needed for competitive bid

Budget

Personnel		\$20,000.00
Travel		\$0.00
<b>Total Budget</b>	-            -	<b>\$20,000.00</b>

Method of Accountability:

The consultant will work with a community-based task force developed to represent diverse voices in the community regarding COVID-19 messaging. The task force will be led by the CCHHS Public Information Officer who reports to the Quad-County Public Health Preparedness Manager. All final approvals will go through the Public Health Preparedness Manager and the CCHHS Director.

<b>Training</b>		<b>Total: \$75.00</b>
Community Health Worker Certification Class (2 x \$50) X 75% equity		\$75.00

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

<b>Other</b>		<b>Total:</b>	<b>\$18,574.41</b>
Printing Services: \$ 150/mo. x 36 months	\$5,400.00		
Copier/Printer Lease: \$ 15 x 36 months	\$540.00		
Postage: \$ 15 per mo. x 36 months	\$540.00		
Phone Line: \$ 11 per mo. x 36 months x 1.5625 FTE	\$618.75		
Conference Call Service: \$ 30 per mo. x 36 months	\$1,080.00		
Travel vouchers to support Quad-County residents being transported to and from vaccination sites (800 voucher/year x 3 years x \$3.75)	\$9,000.00		
Advertising for RFP for media development	\$1,395.66		
<b>TOTAL DIRECT CHARGES</b>			<b>\$548,697.41</b>

<b>Indirect Charges</b>		<b>Indirect Rate:</b>	<b>5.500%</b>	<b>\$30,178.36</b>
<b>Indirect Methodology:</b> Indirect of 5.5% is calculated from the total direct charges. Some of these funds are used for human resources support and payroll support of the grant, along with other indirect charges. If the subrecipient has never received a negotiated rate, a de minimis rate of 10% of MTDC may be used per 2 CFR § 200.414 Indirect (F&A) costs.				

<b>TOTAL BUDGET</b>		<b>Total:</b>	<b>\$578,875.77</b>
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**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

<b>FUNDING SOURCES</b>	<b>COVID Rd4 EQUITY 75%</b>	<b>COVID Rd4 NON- EQUITY 25%</b>	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
<b>ENTER TOTAL REQUEST</b>	\$578,875.77	\$188,140.00							\$767,015.77

**EXPENSE CATEGORY**

Personnel	\$214,342.00	\$71,447.00							\$285,789.00
Travel	\$4,914.00	\$1,638.00							\$6,552.00
Operating	\$26,732.00	\$6,469.00							\$33,201.00
Equipment	\$22,500.00	\$7,500.00							\$30,000.00
Contractual/Consultant	\$261,560.00	\$85,520.00							\$347,080.00
Training	\$75.00	\$25.00							\$100.00
Other Expenses	\$18,574.41	\$5,733.00							\$24,307.41
Indirect	\$30,178.36	\$9,808.00							\$39,986.36

<b>TOTAL EXPENSE</b>	\$578,875.77	\$188,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$767,015.77
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<b>These boxes should equal 0</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Total Indirect Cost	\$39,986.36
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Total Agency Budget	\$767,015.77
Percent of Subrecipient Budget	100%

**B. Explain any items noted as pending:**

**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.

- Nevada State Immunization Program must receive Requests for Reimbursement no later than the fifteenth (15<sup>th</sup>) day of each month for the prior month's actual expenses;
- **Total reimbursement through this subaward will not exceed \$767,015.77;**
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Reimbursements will not be processed without all **mandatory reporting documents:**
  - Request for Reimbursement Form
  - Reimbursement Worksheet
  - Receipts for supplies, travel, equipment, and other items purchased
- Reimbursement is based on actual expenditures incurred during the period being reported. The Reimbursement Worksheet supplied should be used to tabulate and summarize the expenses by grant category and should be submitted with the other documents as described below;
  - Submit one hard copy via postal mail of original, signed Request for Reimbursement, Reimbursement Worksheet, and copies of receipts;
- Additional expenditure detail will be provided upon request from the Division.

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:**

- To provide technical assistance to subgrantee, upon request;
- Reimburse subgrantee for Scope of Work accomplished per subgrant upon proper documentation from subgrantee;
- Submit reimbursement request to the Division of Public and Behavioral Health Fiscal Services within five (5) business days but only upon receipt of all mandatory reporting documentation; and
- The Division reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Division.

**Both parties agree:**

- Site visits will be conducted by the Division of Public and Behavioral Health on an annual basis, during this grant period, to ensure grant compliance. The subrecipient monitoring program is designed to meet the federal requirement of Subpart F—Audit Requirements as outlined in Title 2 CFR-Part 200. During the Site Visit the administrative, programmatic and financial activities related to the administration and compliance requirements of federal and state laws, regulations and grant programs will be reviewed.
- 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 15<sup>th</sup> 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  
SECTION D**

Agency Ref. #: **SG 25387**  
 Budget Account: 3213  
 GL: 8501  
 Draw #: \_\_\_\_\_

**Request for Reimbursement**

<b>Program Name:</b> Nevada State of Immunization Program Bureau of Child, Family & Community Wellness	<b>Subrecipient Name:</b> Carson City Health and Human Services (CCHHS)
<b>Address:</b> 4150 Technology Way, Suite 210 Carson City, NV 89706-2009	<b>Address:</b> 900 E. Long St. Carson City, NV 89706-3100
<b>Subaward Period:</b> 07/01/2021-06/30/2024	<b>Subrecipient's:</b> EIN: 88-6000189 Vendor #: T80990941 J

**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	\$285,789.00	\$0.00	\$0.00	\$0.00	\$285,789.00	0.0%
2. Travel	\$6,552.00	\$0.00	\$0.00	\$0.00	\$6,552.00	0.0%
3. Operating	\$33,201.00	\$0.00	\$0.00	\$0.00	\$33,201.00	0.0%
4. Equipment	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	0.0%
5. Contractual/Consultant	\$347,080.00	\$0.00	\$0.00	\$0.00	\$347,080.00	0.0%
6. Training	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.0%
7. Other	\$24,307.41	\$0.00	\$0.00	\$0.00	\$24,307.41	0.0%
8. Indirect	\$39,986.36	\$0.00	\$0.00	\$0.00	\$39,986.36	0.0%
<b>Total</b>	<b>\$767,015.77</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$767,015.77</b>	<b>0.0%</b>

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.**