



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 2, 2022

Staff Contact: Nicki Aaker, Health and Human Services Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed acceptance of a grant from the State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health, for the amount of \$103,499 reimbursed in Fiscal Year (“FY”) 2023, effective July 1, 2022, through June 30, 2023. (Nicki Aaker, NAAker@carson.org)

Staff Summary: The purpose of this grant is to provide preventive education to maternal and child health populations for better community health. The grant provides 100 percent funding; therefore, there is no match requirement. The Carson City Department of Health and Human Services (“CCHHS”) has received the sub-award since July 1, 2008.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to accept the grant.

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

The stated goals for this funding are to: (1) improve adolescent, women and maternal health; (2) improve perinatal and infant health; (3) improve childhood immunization rates; (4) promote and enhance uptake of developmental screenings; (5) promote the benefits of a medical home; (6) increase the number of adequately insured children; (7) increase awardee diversity, equity and inclusion (DEI) efforts; (8) report on CCHHS sustainability efforts; and (9) ensure participation in statewide health promotion through the Maternal Child Health Advisory Board.

Funds will be used for personnel, travel, operating expenses, training and other expenses. CCHHS has not been required to submit formal applications for this grant; however, CCHHS submits updated budgets and scopes of work.

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: Grants Fund Salaries, Benefits and Operating Supplies under G680023017; 2756800-500101, 2756800-500125; 2756800-501202, and 2756800-501225.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: The revised budgeted revenues and expenses of \$29,195 will be added to CCHHS grant budget during the first round of budget augmentations, bringing total grant revenues and expenses to \$103,499. This is a recurring grant, but the Finance Department did not have the award when the FY 2023 budget was prepared; only \$74,304 in salaries and benefits were included in the FY 2023 budget.

Alternatives

Do not approve acceptance of the grant and/or provide alternative direction to staff.

Attachments:

[SG_25598_CCHHS_FOR_SIGNATURE-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 25598**
 Budget
 Account: 3222
 Category: 15
 GL: 8501
 9399421(22)/
 Job Number: GFUND21(22)

NOTICE OF SUBAWARD

Program Name: Title V Maternal and Child Health (MCH) Program Bureau of Child, Family and Community Wellness Kagan Griffin/kggriffin@health.nv.gov	Subrecipient's Name: City of Carson City: Carson City Health and Human Services Katharyn Kurek/kkurek@carson.org
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Address: 4150 Technology Way, Suite 210 Carson City, NV 89706	Address: 201 N. Carson St, Suite 5 Carson City, NV 89701
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Subaward Period: July 1, 2022 through June 30, 2023	Subrecipient's: EIN: 88-6000189 Vendor #: T80990941 H UEI: DTBPJMA2QFC8
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Purpose of Award: Provide preventive education to maternal and child health populations for better community health.

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

Approved Budget Categories:		FEDERAL AWARD COMPUTATION:	
1. Personnel	\$94,854.00	Total Obligated by this Action:	\$ 14,490.00
2. Travel	\$1,045.00	Cumulative Prior Awards this Budget Period:	\$ 0.00
3. Operating	\$5,430.00	Total Federal Funds Awarded to Date:	\$ 14,490.00
4. Equipment	\$0.00	Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
5. Contractual/Consultant	\$0.00	Amount Required this Action:	\$ 0.00
6. Training	\$570.00	Amount Required Prior Awards:	\$ 0.00
7. Other	\$1,600.00	Total Amount Required:	\$ 0.00
TOTAL DIRECT COSTS	\$103,499.00	Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
8. Indirect Costs	\$0.00	Federal Budget Period: October 1, 2020 through September 30, 2022	
TOTAL APPROVED BUDGET	\$103,499.00	Federal Project Period: October 1, 2020 through September 30, 2022	

Source of Funds:	% Funds:	CFDA:	FAIN:	Federal Grant #:	Grant Award Date by Federal Agency:
1 Title V MCH Block Grant through 9/30/2022	14%	93.994	B0440147	6 B04MC40147-01-04	7/9/21
2. State General Fund	43%	N/A	N/A	N/A	N/A

Agency Approved Indirect Rate: 6.9% **Subrecipient Approved Indirect Rate:** N/A

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

- This award is subject to the availability of appropriate funds.
- Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.
- Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented
- Subrecipient must comply with all applicable Federal regulations
- Quarterly progress reports are due by the 15th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
- Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents: Section A: Grant Conditions and Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements; Section D: Request for Reimbursement;	Section E: Audit Information Request; Section F: Current/Former State Employee Disclaimer; and Section G: DHHS Business Associate Addendum
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Name	Signature	Date
Lori Bagwell Mayor, Carson City		
Kyle Devine, MSW Deputy Bureau Chief, CFCW		
for Lisa Sherych Administrator, DPBH		

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NOTICE OF SUBAWARD ADDITIONAL FEDERAL FUNDING SHEET

Federal Award Computation				
Total Obligated by this Action:	\$			44,504.00
Cumulative Prior Awards this Budget Period:	\$			0.00
Total Federal Funds Awarded to Date:	\$			44,504.00
Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N				
Amount Required this Action:	\$			0.00
Amount Required Prior Awards:	\$			0.00
Total Amount Required:	\$			0.00
Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N				
Federal Budget Period:				
October 1, 2021 through September 30, 2023				
Federal Project Period:				
October 1, 2021 through September 30, 2023				
FOR AGENCY USE, ONLY				
Source of Funds: Title V MCH Block Grant after 9/30/22	% Funds: 43%	CFDA: 93.994	FAIN: B0445229	FEDERAL GRANT #: 6 B04MC45229-01-01
Federal Grant Award Date by Federal Agency:			12/17/21	

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SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

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

Grant Assurances

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

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
8. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

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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).
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.

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

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

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

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SECTION B

Description of Services, Scope of Work and Deliverables

Carson City Health and Human Services (CCHHS) will work within their community promoting annual well-visits, health care transition, breastfeeding, improving communications with organizations serving the same clientele, and providing screenings to populations of focus. CCHHS will ensure personnel are available to assess service needs, identify resources, and build capacity related to Title V Maternal and Child Health (MCH) program areas including perinatal/infant health, child and adolescent health, children, and youth with special health care needs (CYSHCN), women/maternal health, and cross-cutting/systems building. As a member of the public, the CCHHS Clinic Manager will participate in the Maternal and Child Health Advisory Board (MCHAB).

As a condition of funding, the awardee agrees to use inclusive language using the Centers for Disease Control (CDC) Equity Style Guide (8.11.20) https://ehe.jhu.edu/DEI/Health_Equity_Style_Guide_CDC_Reducing_Stigma.pdf and Association of Maternal and Child Health Professionals (AMCHP) Equity Press Release: *A Message From AMCHP: We're all in (6.23.20)*: <https://amchp.org/a-message-from-amchp-were-all-in/> to inform use of inclusive, person-first language in communications funded by this award.

Carson City Health and Human Services (CCHHS), 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

Goal 1: Improve adolescent, women, and maternal health.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Increase routine annual check-ups among women ages 18-44 years old (y.o.).	1. Promotion of well-visits: <ul style="list-style-type: none"> a. Promote the US Preventive Task Force recommendations for annual health check-ups for women ages 18-44 y.o. through CCHHS digital signage and social media. Conduct Facebook sponsored posts promoting adult well-visits in quarters 2 and 4. b. Attend a minimum of two community outreach events to promote the US Preventive Task Force recommendations for women's health from ages 18-44, as well as emphasis on adolescents ages 12-17 y.o. 	Activities to occur until 6/30/23, with quarterly reporting due: Q1: October 14, 2022 Q2: January 13, 2023 Q3: April 14, 2023 Q4: June 30, 2023 Block Grant report summary by December 30, 2022	1. Women's well-visit promotion quarterly reports to document: <ul style="list-style-type: none"> a. CCHHS digital signage campaigns and Facebook metrics, including number of engaged users. b. Names and number of community outreach events attended and if possible, number of people reached.

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(Goal 1 continued): Improve adolescent, women, and maternal health.

Objective	Activities	Due Date	Documentation Needed
2. Increase the percentage of adolescents ages 12-17 y.o. with a preventive medical visit in the past year.	2. Promotion of adolescent preventive medical visits: <ul style="list-style-type: none"> a. Promote the benefit of an annual medical visit to adolescents ages 12-17 y.o. through incorporation of education into annual trainings at local high school health classes. b. Promote annual health check-ups for adolescents ages 12-17 y.o. through CCHHS digital signage and social media. Conduct Facebook sponsored posts promoting adolescent well visits in quarters 1 and 3. 	Activities to occur until 6/30/23, with quarterly reporting due: Q1: October 14, 2022 Q2: January 13, 2023 Q3: April 14, 2023 Q4: June 30, 2023 Block Grant report summary by December 30, 2022	2. Adolescent well-visit promotion quarterly reports to document: <ul style="list-style-type: none"> a. Number of high school classes and annual trainings conducted promoting adolescent well-visits. b. Number of CCHHS digital signage campaigns and Facebook metrics, including numbers of engaged users.
3. Grow the number of young people, and their families receiving information about health care transition (HCT).	3. Educate and train about HCT from pediatric to adult care: <ul style="list-style-type: none"> a. Conduct HCT review session with staff. b. CCHHS staff will select education materials for the waiting room. All handouts will be from https://www.gottransition.org/resources-and-research/youth-and-families.cfm and may include but not limited to: <ul style="list-style-type: none"> i. Turning 18: What it Means for Your Health ii. Transition to Adult Care: For Youth & Young Adults - Questions to Ask Provider iii. Transition to Adult Care: For Parents - Questions to Ask Your Child's Doctor iv. Materials selected from MCH inventory of shiny glossy handouts for either youth or adults. Many are back-to-back English/Spanish. c. Educate about HCT during annual trainings in local high school classes using the handouts mentioned above. d. Conduct Facebook sponsored posts promoting HCT in quarters 2 & 4. e. Provide HCT materials at outreach events where adolescent well-visits are being promoted. 		3. HCT quarterly reports to document: <ul style="list-style-type: none"> a. Percent of staff in attendance of review session. b. Title V MCH staff to track the number of materials ordered and given to CCHHS. c. Number of high school classes and annual trainings conducted promoting HCT. d. Facebook metrics, including numbers of engaged users. e. Number of outreach events and whenever possible, count of materials handed out.

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(Goal 1 continued): Improve adolescent, women, and maternal health.

Objective	Activities	Due Date	Documentation Needed
4. Enhance the quality of adolescent clinic visits.	<p>4. Provide adolescent-friendly clinic environments through staff training and quality improvement tools.</p> <p>a. Train staff using Adolescent Health Initiative (AHI) <i>Starter Guides</i> (mini toolkits) or <i>Sparks</i> trainings once a quarter. Content available through: https://www.umhs-adolescenthealth.org/improving-care/starter-guides/</p> <p>https://www.umhs-adolescenthealth.org/improving-care/spark-trainings/</p> <p>b. Administer the Rapid Assessment for Adolescent Preventive Services (RAAPS) and Adolescent Counseling Technologies (ACT) electronic youth-friendly risk assessment screening tool into well-visits. Conduct 500 assessments for persons aged 9-24 y.o.</p>	<p>Activities to occur until 6/30/23, with quarterly reporting due:</p> <p>Q1: October 14, 2022 Q2: January 13, 2023 Q3: April 14, 2023 Q4: June 30, 2023</p> <p>Block Grant report summary by December 30, 2022</p>	<p>4. Clinic improvement plans quarterly reports to document:</p> <p>a. Topic contents taught using <i>Starter Guides</i> and Sparks trainings and types of staff trained.</p> <p>b. Number of RAAPS and ACT assessments, including percent conducted during well-visits. As available, provide top risk factors (3-7) identified through surveys.</p>
5. During clinic adolescent and women's well-visits, screen for risk behaviors including depression, intimate partner violence, alcohol, drugs, and tobacco/nicotine/vaping. Conduct counseling and education, providing referrals as needed.	<p>5. Screen, provide education on preconception and interconception health, and make appropriate behavioral health referrals.</p> <p>a. Make referrals for:</p> <ul style="list-style-type: none"> • Intimate partner violence • Depression treatment • Tobacco use to include referral to the Nevada Tobacco Quitline • Alcohol and drug use to include referral to treatment center, as well as https://sobermomshealthybabies.org/ for pregnant persons <p>b. Promote Nevada Tobacco Quitline and https://sobermomshealthybabies.org/ through CCHHS digital signage and social media. Conduct Facebook sponsored posts promoting tobacco cessation in quarters 1 and 3 and https://sobermomshealthybabies.org/ in quarters 2 and 4.</p>		<p>5. Well-visit screening quarterly reports will document breakdown for ages 12-17 y.o. and ages 18-44 y.o., race/ethnicity, and gender:</p> <p>a. Referrals made for those impacted by intimate partner violence, depression, users of tobacco, alcohol, and substances.</p> <p>b. Number of digital signage campaigns and Facebook metrics, including numbers of engaged users.</p>

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(Goal 1 continued): Improve adolescent, women, and maternal health.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
6. Enhance the quality of clinic visits for populations served by the subaward.	<p>6. Attend conferences:</p> <ul style="list-style-type: none"> a. Clinic Manager will virtually attend the AHI 2022 Conference on Adolescent Health - August 11-12 2022 b. One project nurse paid on this award will be selected to attend the 2023 Annual Nevada Health Conference based on relevancy of conference agenda to MCH population topics. Event is conducted annually in March and will be in Las Vegas in 2023. Subject matter will be available in winter 2023. 	<p>Reporting to occur after conference attendance with quarterly reporting due: Q1: October 14, 2022 Q3: April 14, 2023</p> <p>Block Grant report summary by December 30, 2022</p>	<p>6. Conference attendance reporting to include:</p> <ul style="list-style-type: none"> a. Best practices and highlights from AHI conference topics. b. Highpoints learned for Nevada Health Conference pertaining to topics from sessions attended.

Goal: Improve perinatal and infant health.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Educate pregnant persons about the Pregnancy Risk Assessment Monitoring System (PRAMS).	<p>1. Conduct activities to promote the value and inform pregnant persons about the PRAMS survey.</p> <ul style="list-style-type: none"> a. Disseminate PRAMS brochures during clinic visits and outreach events. b. Display PRAMS materials in the waiting area. <p>Promote PRAMS through CCHHS digital signage and social media. Conduct Facebook sponsored posts in quarters 1 and 3.</p>	<p>Activities to occur until 6/30/23, with quarterly reporting due: Q1: October 14, 2022 Q2: January 13, 2023 Q3: April 14, 2023 Q4: June 30, 2023</p> <p>Block Grant report summary by December 30, 2022</p>	<p>1. PRAMS quarterly reports will document:</p> <ul style="list-style-type: none"> a. Number of pregnant persons receiving PRAMS information inside swag bags for those who had a positive pregnancy test. b. Title V MCH staff to track PRAMS materials ordered and given to CCHHS. No further documentation needed. <p>Number of digital signage campaigns and Facebook metrics, including numbers of engaged users.</p>

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(Goal 2 continued): Improve perinatal and infant health.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
2. Increase the percent of businesses abiding by the Nevada breastfeeding laws.	<p>2. Promote the Nevada breastfeeding laws and Breastfeeding Welcome Here (BFWH) campaign.</p> <p>a. Secure cards from Title V MCH staff educating about breastfeeding laws with QR code to sign up as a breastfeeding friendly business.</p> <p>b. Contact at least 40 local businesses to educate about breastfeeding laws and how to take the pledge listing themselves as breastfeeding friendly.</p>	<p>Activities to occur until 6/30/23, with quarterly reporting due: Q1: October 14, 2022 Q2: January 13, 2023 Q3: April 14, 2023 Q4: June 30, 2023</p>	<p>2. Breastfeeding quarterly reports will document:</p> <p>a. Title V MCH staff to track the number of cards given to CCHHS.</p> <p>b. Number of businesses contacted including the names willing to take the BFWH Campaign pledge.</p>
3. Increase breastfeeding support through the Women, Infants, and Children (WIC) Program.	3. Refer pregnant persons seen at CCHHS to WIC for breastfeeding education and support.	Block Grant report summary by December 30, 2022	3. Breastfeeding support quarterly reports will document number of referrals made to WIC.
4. Enhance infant/toddler immunizations in the community.	<p>4. Conduct activities to promote infant/toddler immunizations.</p> <p>a. Promote immunizations and https://www.text4baby.org/ through CCHHS digital signage and social media. Conduct Facebook sponsored posts on childhood immunizations in quarters 1 and 3 and https://www.text4baby.org/ in quarters 2 and 4.</p>		<p>4. Immunization rate improvement quarterly reports to document:</p> <p>a. Number of digital signage campaigns and Facebook metrics, including numbers of engaged users.</p>

Goal 3: Improve childhood immunization rates.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Prompt parents/caregivers of need for children to receive age-appropriate vaccinations.	<p>1. Implement reminder recall activities at a minimum of three times annually to increase the percent of children ages 0 – 17 y.o. receiving the full schedule of age-appropriate immunizations.</p> <p>a. Conduct reminder recalls via mail or phone for children ages 0 – 6 y.o.</p> <p>b. Conduct reminder recalls via mail or phone for children ages 7 – 17 y.o.</p>	<p>Activities to occur until 6/30/23, with quarterly reporting due: Q1: October 14, 2022 Q2: January 13, 2023 Q3: April 14, 2023 Q4: June 30, 2023</p> <p>Block Grant report summary by December 30, 2022</p>	<p>1. Immunization rate improvement quarterly reports to document:</p> <p>a. Number of vaccination reminder contacts made for children ages 0 – 6 y.o.</p> <p>b. Number of vaccination reminder contacts made for children ages 7 – 17 y.o.</p>

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Goal 4: Promote and enhance uptake of developmental screenings.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Increase percent of children ages ten-months through 71-months receiving a developmental screening using a parent completed screening tool.	<p>1. Promote Milestone Moments for families with children ages ten-months through 71-months by making educational materials available to the public at CCHHS.</p> <p>a. Order Milestone Moments English and Spanish booklets from Title V MCH staff.</p> <p>b. As desired, access CDC's mobile app tracker: https://www.cdc.gov/ncbddd/actearly/index.html</p>	<p>Activities to occur until 6/30/23, with quarterly reporting due: Q1: October 14, 2022 Q2: January 13, 2023 Q3: April 14, 2023 Q4: June 30, 2023</p> <p>Block Grant report summary by December 30, 2022</p>	<p>1. Developmental screen quarterly reports to document:</p> <p>a. Title V MCH staff to track the number of booklets ordered and given to CCHHS.</p> <p>b. No reporting needed.</p>

Goal 5: Promote the benefits of a medical home.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Increase the number of participants receiving information on the benefits of a medical home.	<p>1 CCHHS created infographic on the benefits of a medical home will be made available:</p> <p>a. To individuals through the CCHHS waiting room area.</p> <p>b. Carson City WIC participants.</p> <p>c. Other activities will be explored to enhance collaborative partnerships to disseminate the infographic.</p>	<p>Activities to occur until 6/30/23, with quarterly reporting due: Q1: October 14, 2022 Q2: January 13, 2023 Q3: April 14, 2023 Q4: June 30, 2023</p> <p>Block Grant report summary by December 30, 2022</p>	<p>1. Promotion of medical home benefit quarterly report to document:</p> <p>a. No documentation needed for materials placed in clinic waiting room.</p> <p>b. Number of infographics handed out to the Carson City WIC office.</p> <p>c. Name(s) of new collaborative partnerships.</p>
2. Promote Medical Home Portal and Nevada 211.	<p>2. Promote health care and human service resources available to Carson City residents. CCHHS will provide Nevada 211 and Medical Home Portal information to patients.</p> <p>a. Educate clients and community members about Nevada 211 and Medical Home Portal.</p> <p>b. Promote https://nv.medicalhomeportal.org/ and Nevada 211 through CCHHS digital signage and social media. Conduct Facebook sponsored posts promoting Nevada 211 and https://nv.medicalhomeportal.org/ in quarters 1 and 3.</p> <p>c. CCHHS research local maternal and child health population serving businesses not included in Nevada 211. Contact at least five agencies to educate on the value of listing services inside the web portal for Nevada 211. Additionally, inform each agency how to submit both program and agency forms for inclusion into Nevada 211.</p>	<p>Block Grant report summary by December 30, 2022</p>	<p>2. Quarterly reports to document:</p> <p>a. Number of Nevada 211 and https://nv.medicalhomeportal.org/ promotional materials handed out at community events, when possible.</p> <p>b. Number of digital signage campaigns and Facebook metrics, including numbers of engaged users.</p> <p>c. Names and number of agencies interested in submitting forms to Nevada 211.</p>

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Goal 6: Increase the number of adequately insured children.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Increase the percent of children ages 0-17 y.o who are adequately insured.	<p>1. Promote health insurance to families with children ages 0-17 y.o.</p> <p>a. Provide in-reach to uninsured clientele on options for healthcare coverage. In-reach will include education and referral to onsite walk-in enrollment.</p> <p>b. Provide Medicaid, Nevada Check Up, and https://www.nevadahealthlink.com/ (state online insurance marketplace) insurance resources and referrals to uninsured individuals. Provide <i>Access to Healthcare Network Medical Discount Plan</i> information to undocumented residents and those not eligible for Medicaid or other insurance.</p> <p>c. Distribute Title V MCH Program supplied brochure <i>Does Your Teen Need Health Coverage?</i> brochure to families with teenage children.</p> <p>d. Partner with the Division of Welfare and Social Services for onsite walk-in application assistance for enrollment into Medicaid healthcare coverage. On-site enrollment will depend on COVID-19 restrictions.</p>	<p>Activities to occur until 6/30/23, with quarterly reporting due: Q1: October 14, 2022 Q2: January 13, 2023 Q3: April 14, 2023 Q4: June 30, 2023</p> <p>Block Grant report summary by December 30, 2022</p>	<p>1. Adequately insured children quarterly reports to document:</p> <p>a. Information will include the number of in-reach contacts made and the number of referrals to onsite enrollment.</p> <p>b. No documentation needed.</p> <p>c. Title V MCH staff to track the number of brochures ordered and given to CCHHS.</p> <p>d. Activities about onsite enrollment assistance and the number of individuals educated on options for healthcare coverage.</p>
2. Increase the percent of users to Nevada 211 and the Medical Home Portal inquiring about health insurance benefits.	<p>2. Educate community members about CCHHS onsite walk-health insurance enrollment availability and promote Nevada 211 and the Medical Home Portal.</p> <p>a. Promote health insurance through CCHHS digital signage and social media. Conduct Facebook sponsored posts promoting Nevada 211 and https://nv.medicalhomeportal.org/ in quarters 2 and 4.</p>		<p>2. Quarterly reports to document:</p> <p>a. Number of digital signage campaigns and Facebook metrics, including numbers of engaged users.</p>

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Goal 7: Increase awardee Diversity, Equity, and Inclusion (DEI) efforts.

Objective	Activities	Due Date(s)	Documentation needed
<p>1a. Train 100% of staff in DEI principles, in relation to MCH populations across the lifespan.</p> <p>1b. Facilitate or engage consultation support for staff-focused workshops, trainings, or webinars.</p> <p>1c. Staff read CDC Health Equity Style Guide and AMCHP Equity Press Release.</p>	<p>1a. CCHHS staff to select at least one DEI training, workshop, or webinar. Title V MCH Program staff will supply additional public health resources, as needed. Examples may include, but not be limited to, resources and trainings from:</p> <p>American Public Health Association https://www.apha.org/events-and-meetings/webinars/racial-equity</p> <p>Maternal Health Learning & Innovation Center https://maternalhealthlearning.org/equity-resources/</p> <p>1b. CCHHS staff paid by the award will attend a minimum of one DEI training, workshop, or webinar.</p> <p>100% of staff implementing award activities will complete training.</p> <p>1c. Awardee schedule a minimum of one staff meeting to discuss the CDC Health Equity Style Guide and AMCHP Equity Press Release.</p> <p>CDC Health Equity Style Guide (8.11.20) https://ehe.jhu.edu/DEI/Health_Equity_Style_Guide_CDC_Reducing_Stigma.pdf</p> <p>AMCHP Equity Press Release: <i>A Message From AMCHP: We're all in</i> (6.23.20): https://amchp.org/a-message-from-amchp-were-all-in/</p>	<p>1a. Identify training(s) by:</p> <ul style="list-style-type: none"> October 14, 2022 <p>1b. Training(s) to occur until June 30, 2023, with reporting quarterly.</p> <p>1c. Discussion of materials to occur by:</p> <ul style="list-style-type: none"> October 14, 2022 <p>Block Grant report summary by December 30, 2022</p>	<p>1a. Report to Title V MCH Program staff on name(s) of identified training(s), workshop(s), or webinar materials.</p> <p>1b. Report to Title V MCH Program staff the name, dates, and number of training(s) staff attended. Documentation to include % of staff attending.</p> <p>1c. Report to Title V MCH Program the number of staff in attendance of discussion(s). Documentation to include % present.</p>

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(Goal 7 continued): Increase awardee Diversity, Equity, and Inclusion (DEI) efforts.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
2. Use CDC Health Equity Style Guide to inform communications.	<p>2. CCHHS staff supported by the subaward to use the CDC Health Equity Style Guide to guide updated language in communications.</p> <p>CDC Health Equity Style Guide (8.11.20) https://ehc.jhu.edu/DEI/Health_Equity_Style_Guide_CDC_Reducing_Stigma.pdf</p> <p>Another resource of possible interest is the AMCHP Equity Press Release: <i>A Message From AMCHP: We're all in</i> (6.23.20): https://amchp.org/a-message-from-amchp-were-all-in/</p> <p>100% of subaward supported communications developed during the subaward funding period to use inclusive, person-first language.</p> <p>CCHHS staff will identify documents using award funds to Title V MCH Program such as social media posting.</p>	<p>Materials to be identified by:</p> <ul style="list-style-type: none"> • October 14, 2022 <p>Activities to occur until 6/30/23, with quarterly reporting due: Q1: October 14, 2022 Q2: January 13, 2023 Q3: April 14, 2023 Q4: June 30, 2023</p> <p>Block Grant report summary by December 30, 2022</p>	2. Report to Title V MCH Program staff on subaward funded resources (e.g., CCHHS digital signage and social media messages).

Goal 8: Report on CCHHS sustainability efforts.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Generate alternate sources of funding.	1. Seek out grant opportunities and submit applications for funding.	Activities to occur until 6/30/23, with quarterly reporting due: Q1: October 14, 2022 Q2: January 13, 2023 Q3: April 14, 2023 Q4: June 30, 2023 Block Grant report summary by December 30, 2022	1. Quarterly reports will include grants submitted and outcomes of alternate funding generated.
2. Promote CCHHS through Nevada 211.	2. CCHHS update Nevada 211 forms with both program and agency information by October 14, 2022.		2. Q1 report will confirm CCHHS placed current information and annual update form to Nevada 211.
3. Fill CCHHS staff vacancy within a reasonable time.	3. Report CCHHS staff vacancy to Title V MCH staff within two weeks of vacancy and two weeks after position is filled.		3. Provide staff name and job position within two weeks of: <ul style="list-style-type: none"> a. Vacancy b. New hire

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Goal 9: Participation in statewide health promotion through the Maternal Child Health Advisory Board.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Attend the Maternal and Child Health Advisory Board (MCHAB).	1. Clinical Program Manager will attend the MCHAB meetings as a member of the public to learn more about the activities of the Title V MCH Program.	Activities to occur quarterly until 6/30/23	1. No documentation needed.

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

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SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number B04MC40147 and B04MC45229 from Health Resources and Services Administration (HRSA) and State General Fund. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Division not HRSA."

Any activities performed under this subaward shall acknowledge the funding was provided through the Division by Grant Number B04MC4017 and B04MC45229 from HRSA and State General Fund.

Subrecipient agrees to adhere to the following budget:

BUDGET NARRATIVE-SFY23

<u>Total Personnel Costs</u>	including fringe	Total:	\$94,854
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	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
<u>June Corbit, Part - Time Public Health Nurse - 728 hours Position Control Number - 00736</u>	\$26,919.00	3.160%	75.000%	12	100.00%	\$20,828

Job duties include activities related to community outreach, promote Nevada breast feeding laws, breastfeeding friendly workplace, Nevada 211 education, and immunization reminder recalls. Fringe includes Medicare and Workers Compensation.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
<u>Judy Barlow, Public Health Nurse Position Control Number - 0434</u>	\$94,223.00	51.260%	15.000%	12	100.00%	\$21,379

Job duties include activities related to provision of adolescent-friendly clinic environments through staff training and quality improvement tools; educate and train about health care transition from pediatric to adult care; screen and provide education on preconception and interconception health; and make appropriate referrals. Fringe includes Medicare, Workers Compensation, Employer paid PERS, Employee and Spouse Health Insurance, and Longevity.

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	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
<u>Salvante Hotaling, Public Health Nurse Position Control Number - 0434</u>	\$93,319.00	53.610%	15.000%	12	100.00%	\$21,503

Job duties include activities related to provision of adolescent-friendly clinic environments through staff training and quality improvement tools; educate and train about health care transition from pediatric to adult care; screen and provide education on preconception and interconception health; and make appropriate referrals. Fringe includes Medicare, Workers Compensation, Employer paid PERS, Employee and Spouse Health Insurance, and Longevity.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
<u>P. Micah Chalk, Grants & Fiscal Analyst Position Control Number - 00766</u>	\$71,668.00	40.500%	10.000%	12	100.00%	\$10,070

Job duties include fiscal aspects related to subaward (e.g. process RFR paperwork, Re-Direct Forms, etc.). Fringe includes Medicare, Workers Compensation, Employer and Employer paid PERS, and Employee and Family Health Insurance.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
<u>Kendra Hills, Accounting Tech Position Control Number - 00821</u>	\$24,960.00	3.160%	5.000%	12	100.00%	\$1,288

Job duties include fiscal aspects related to subaward (e.g., processing P-Cards & APs). Fringe includes Medicare & Workers Compensation.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
<u>Katharyn Kurek, Clinical Services Manager Position Control Number - 00676</u>	\$88,370.00	49.260%	15.000%	12	100.00%	\$19,786

Job duties include oversight of implementing and monitoring subaward scope of work activities and fiscal management. Details also include operations for social media and digital signage campaigns. Fringe includes Medicare, Workers Compensation, Phone and Car Stipend, Employer paid PERS, and Employee Health Insurance.

	Total Fringe Cost	\$24,859		Total Salary Cost:	\$69,995
	Total Budgeted FTE	1.35000			

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Travel	Total:	\$1,045
<u>Out-of-State Travel</u>		\$0

Justification: Not needed

In-State Travel **\$1,045**

<u>Origin & Destination</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days or miles</u>	<u># of Staff</u>	
Airfare: \$301.96 RT Reno - Las Vegas x 1 trip x 1 staff. Flights based on several estimates and may be subject to change in 2023. Total = \$302	\$302	1		1	\$302
Baggage fee: \$ 0 per person	\$0	0		0	\$0
Per Diem: \$69 per day per GSA rate for Las Vegas x 1 trip x 1 staff x 3 days. Total = \$207	\$69	1	3	1	\$207
Lodging: \$120 per day + 13 % tax @ \$15.60 = \$135.60. 1 trip x 3-night x 1 staff. Per CCHHS policy staff need to return home by 9 pm, but no flights allow for this return home time. Thus, the need to stay an additional night. Total = \$408	\$136	1	3	1	\$408
Uber: \$18.50 @ 2 trips (airport to hotel then back to airport) total x 1 staff. Total = \$37	\$18.50	2		1	\$37
Mileage: 58.5 cents per mile x 60 miles (from Carson office to airport and back to office) RT x 1 trip x 1 staff. Total = \$35	\$0.585	2	30	1	\$35
Parking: \$14 per day x 1 trip x 4-day x 1 staff. Total = \$56	\$14	1	4	1	\$56

Justification: One project paid nurse will be selected to attend the 2023 Annual Nevada Health Conference based on relevancy of conference agenda. Topics TBD closer to 2023 event.

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Operating	Total:	\$5,430
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Office supplies: Copying charges and folders for breastfeeding education packets and other MCH copies @ \$10 / month x 12 months = \$120 + general office supplies @ \$55 x 12 months x 1 staff = \$660. Total = \$780

\$780.00

Adolescent risk assessment tools and equipment: RAAPS and ACT: 500 surveys annual fee to P4C @ \$2,250 + integration annual fee to P4C @ \$1,500 + eClinicalWorks annual integration fee @ \$900 = \$4,650. 1 staff x 12 months. Total = \$4,650

\$4,650.00

Justification: Office supplies needed to conduct activities. Clinic risk assessment tools enhance more honest risk behavior responses from teens.

Equipment	Total:	\$0
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Describe equipment

\$0.00

Contractual		\$0
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Training

Adolescent Health Initiative (AHI) 2022
Conference 1 staff x virtual registration
fee. Total = \$220

Total: \$570

\$220.00

Nevada Health Conference registration
free x 1 staff. Total = \$350

\$350.00

Justification: Clinic Manager to attend AHI conference to review and implement research and best practice guidelines to improve adolescent-centered care. One project paid nurse will be selected to attend the 2023 Annual Nevada Health Conference based on relevancy of conference agenda. Topics TBD closer to 2023 event.

Other

Total: \$1,600

Health Promotion: social media
campaigns: (Q1 & Q3) annual
adolescent health check-ups for ages
12-17 y.o., Tobacco Quitline; PRAMS
survey, childhood immunizations and
Nevada 211/Medical Home Portal. (Q2
& Q4) annual health check-ups for
women ages 18-44 y.o., health care
transition, sober moms healthy babies,
Text4baby, health insurance/Medical
Home Portal. 10 MCH Topics; 20
promotions x \$80 each = \$1600. Total =
\$1600

\$1,600

Justification: Social media campaigns to improve health outcomes.

TOTAL DIRECT CHARGES

\$103,499

Indirect Charges

Indirect Rate:

\$0

TOTAL BUDGET

Total:

\$103,499

**STATE OF NEVADA
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Applicant Name: City of Carson: Carson City Health and Human Services

Form 2

PROPOSED BUDGET SUMMARY

(Form Revised March 2022)

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

FUNDING SOURCES	GMU	General Fund (non MCH)	Title X	VFC-Vaccines	State Family Planning	State Vaccine	Private Vaccine	SAPTA TB	Other (Fiscal Staff)	TOTAL
SECURED		Secured	Pending	Pending	Pending	Secured	Secured	Secured	Secured	
ENTER TOTAL REQUEST	\$103,499	\$168,824	\$130,512	\$105,676	\$23,259	\$3,471	\$3,471	\$13,121	28,783.60	\$580,617

EXPENSE CATEGORY

Personnel	\$94,854	168,823.50	130,512.20	105,676.27	23,259.00	3,471.17	3,471.17	13,121.10	28,783.60	571,972
Travel	\$1,045									\$1,045
Operating	\$5,430									\$5,430
Equipment	\$0									\$0
Contractual Consultant	\$0									\$0
Training	\$570									\$570
Other Expenses	\$1,600									\$1,600
Indirect	\$0									\$0

TOTAL EXPENSE	\$103,499	\$168,824	\$130,512	\$105,676	\$23,259	\$3,471	\$3,471	\$13,121	\$28,784	\$580,617
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These boxes should equal 0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Indirect Cost	\$0
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Total Agency Budget	\$580,617
Percent of Subrecipient Budget	18%

B. Explain any items noted as pending:

Pending items expected to renew 7/1/22. Amounts are the same in columns G & H.

C. Program Income Calculation:

Based on historical calculation and budget projections.

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

The Subrecipient agrees:

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

- Total reimbursement through this subaward will not exceed **\$103,499**;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Staff time and effort reports and associated payroll documents, mileage log sheet for local travel/MapQuest for distance travel, and receipts for operating and travel expenses are needed in order to request reimbursement; and
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- The Title V MCH Program will provide to the subrecipient, to ensure successful completion of this project, the following:
 - Technical assistance, upon request from the Subgrantee;
 - Prior approval of reports or documents to be developed;
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

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

Financial Reporting Requirements

- A Request for Reimbursement is due on a monthly basis, based on the terms of the subaward agreement, no later than the 15th of the month. Final reimbursement for June will be submitted no later than July 7, 2023.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

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Agency Ref. #: **SG 25589**
 Budget Account: 3222
 GL: 8501
 Draw #: _____

**SECTION D
Request for Reimbursement**

Program Name: Title V Maternal and Child Health (MCH) Program Bureau of Child, Family and Community Wellness	Subrecipient Name: City of Carson City: Carson City Health and Human Service Contact: Katharyn Kurek
Address: 4150 Technology Way, Suite 210 Carson City, NV 89706	Address: 201 N. Carson St, Suite 5 Carson City, NV 98701
Subaward Period: July 1, 2022 through June 30, 2023	Subrecipient's: EIN: 88-6000189 Vendor #: T80990941 H

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	\$94,854.00	\$0.00	\$0.00	\$0.00	\$94,854.00	0.0%
2. Travel	\$1,045.00	\$0.00	\$0.00	\$0.00	\$1,045.00	0.0%
3. Operating	\$5,430.00	\$0.00	\$0.00	\$0.00	\$5,430.00	0.0%
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
6. Training	\$570.00	\$0.00	\$0.00	\$0.00	\$570.00	0.0%
7. Other	\$1,600.00	\$0.00	\$0.00	\$0.00	\$1,600.00	0.0%
8. Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
Total	\$103,499.00	\$0.00	\$0.00	\$0.00	\$103,499.00	0.0%

I, a duly 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 _____
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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
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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO
3. When does your organization's fiscal year end? _____
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.

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SECTION F

Current or Former State Employee Disclaimer

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

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

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

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

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

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

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

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

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SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as the "Covered Entity"

and

City of Carson City: 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.

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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.
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.

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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 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.

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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.
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.