



## 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, in the amount of \$70,148 reimbursed in Fiscal Year (“FY”) 2022 and FY 2023, effective April 29, 2022, through April 28, 2023. (Nicki Aaker, NAaker@carson.org)

Staff Summary: The purpose of this grant is to provide tobacco education and prevention activities and services in Carson City and Douglas, Lyon and Storey Counties. 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 June 2007.

**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) prevent initiation to emerging tobacco products, including e-cigarettes, among youth and young adults; (2) promote quitting tobacco use among adults and youth; (3) increase tobacco-free policies in behavioral health treatment facilities and campuses (statewide requirement); (4) educate and engage stakeholders, such as parents, schools, community-based organizations and decision makers on evidence-based strategies to reduce the use of emerging tobacco products, including e-cigarettes (E-cigarette requirement); (5) implement evidence-based, mass-reach health communication interventions to prevent initiation of tobacco produce use; and (6) develop and maintain strong networks and partnerships to improve birth outcomes through the introduction of preconception health care.

Funds will be used for personnel, travel, operating expenses, contractual obligations and other expenses. This grant is leveraged with two other tobacco grants: Nevada Clinical Services (formerly known as Funds for Healthy Nevada) and Youth Vaping Prevention Funds.

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 G680021008; 2756800-500101, 2756800-500125; 2756800-501202, and 2756800-501225.

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** As this is a recurring grant, the City budgeted \$42,849 for FY 2023 for salaries and benefits, but staff will add \$27,299 to this when the first round of augmentations for FY 2023 is processed in January 2023 to match total award of \$70,148.

**Alternatives**

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

**Attachments:**

[SG 25668 Tobacco Core NOA 4.29.22-4.28-23 pending.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 25668**  
 Budget Account: 3220  
 Category: 10  
 GL: 8501  
 Job Number: TBD

**NOTICE OF SUBAWARD**

<b>Program Name:</b> Tobacco Control Program Chronic Disease Prevention and Health Promotion (CDPHP) Bureau of Child, Family and Community Wellness (CFCW)	<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 East Long St. Carson City, NV 89706
<b>Subaward Period:</b> April 29, 2022 through April 28, 2023	<b>Subrecipient's:</b> EIN: 88-6000189 Vendor #: T80990941J Dun & Bradstreet: 073787152

**Purpose of Award:** To provide tobacco education and prevention activities and services in Carson City, Douglas, Storey, and Lyon Counties.

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

<b>Approved Budget Categories:</b>	
1. Personnel	\$31,579.00
2. Travel	\$4,390.00
3. Operating	\$2,320.00
4. Equipment	\$0.00
5. Contractual/Consultant	\$24,459.00
6. Training	\$0.00
7. Other	\$2,204.00
<b>TOTAL DIRECT COSTS</b>	<b>\$64,952.00</b>
8. Indirect Costs	\$5,196.00
<b>TOTAL APPROVED BUDGET</b>	<b>\$70,148.00</b>

<b>FEDERAL AWARD COMPUTATION:</b>	
Total Obligated by this Action:	\$ 70,148.00
Cumulative Prior Awards this Budget Period:	\$ 0.00
Total Federal Funds Awarded to Date:	\$ 70,148.00
Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	\$ 0.00
Amount Required this Action:	\$ 0.00
Amount Required Prior Awards:	\$ 0.00
Total Match Amount Required:	\$ 0.00
Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
<b>Federal Budget Period:</b> April 29, 2022 through April 28, 2023	
<b>Federal Project Period:</b> June 29, 2020 through April 28, 2025	

Source of Funds:	% Funds:	CFDA:	FAIN:	Federal Grant #:	Grant Award Date by Federal Agency:
Centers for Disease Control and Prevention (CDC) National and State Tobacco Control Program	100%	93.387	NU58DP006 783	1 NU58DP006783-03	

**Agency Approved Indirect Rate:** 6.70% **Subrecipient Approved Indirect Rate:**

**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.

<b>Incorporated Documents:</b>	
Section A: Grant Conditions and Assurances;	Section E: Audit Information Request;
Section B: Description of Services, Scope of Work and Deliverables;	Section F: Current/Former State Employee Disclaimer;
Section C: Budget and Financial Reporting Requirements;	Section G: DHHS Business Associate Addendum;
Section D: Request for Reimbursement;	

Name	Signature	Date
Nancy Paulson City Manager		
Kyle Devine, MSW Bureau Chief, CFCW		
for Lisa Sherych Administrator, DPBH		

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SECTION A  
GRANT CONDITIONS AND ASSURANCES

General Conditions

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

Grant Assurances

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

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

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

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

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

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

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

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SECTION B

**Description of Services, Scope of Work and Deliverables**

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

**Scope of Work for CCHHS**

<b>Goal 1: Prevent initiation among youth and young adults</b>						
<b>Strategy 1: statewide prevention of initiation to emerging tobacco products, including e-cigarettes, for youth and young adults</b>						
<b>Objective</b>	<b>Activities</b>	<b>Outputs</b>	<b>Timeline</b>	<b>Target Population</b>	<b>Evaluation Measure (indicator)</b>	<b>Evaluation Tool</b>
<b>1.1 By April 28, 2023, Partners will educate decision makers on the benefits of at least one (1) policy solution to address tobacco use including e-cigarette use among youth and young adults.</b>	<b>1.1.1</b> Identify at least one (1) educational outreach opportunities either online or in-person for K-12 students through presentations education on preventing initiation of tobacco products including other emerging products.	Outreach Opportunities: Presentation or flyer of events	April 2022- April 2023	At risk youth School Faculty	# Of presentations  # Of attendees	Quarterly Progress Reports
	<b>1.1.2</b> Identify at least one (1) educational outreach opportunity, either online or in-person for K-12 Parents through educational materials or presentations or events to provide education to prevent initiation of tobacco products including other emerging products.	Outreach Opportunities: Presentation or educational materials	April 2022- April 2023	At risk youth School Faculty	# Of educational opportunities # Of educational materials distributed # Of attendees	Quarterly Progress Reports

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	<p><b>1.1.3</b> Review Carson City School District's policies and procedures to conduct a SWOT analysis on at least one (1) policy or procedure that could be improved to address tobacco use among youth.</p>	<p>School policy(s) or procedure(s)  SWOT analysis</p>	<p>April 2022- April 2023</p>	<p>School Faculty</p>	<p># Of policy (s) or procedure(s) identified in SWOT Analysis.</p>	<p>Quarterly Progress Reports</p>
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Goal 2 is not implemented by CCHHS under this subaward

**Goal 3: Promoting quitting among adults and youth**

**Strategy: Educate and inform health care providers about cessation resources.**

<b>Objective</b>	<b>Activities</b>	<b>Outputs</b>	<b>Timeline</b>	<b>Target Population</b>	<b>Evaluation Measure (indicator)</b>	<b>Evaluation Tool</b>
<p><b>3.1</b> By April 28, 2023, increase the number of providers such as pediatricians, OB/GYN's, school nurses, social workers, or dentists in Carson City to promote the use of tobacco cessation resources and implement referral channels to the Nevada Tobacco Quitline from 0 to 3.</p>	<p><b>3.1.1</b> Update educational materials summarizing tobacco cessation resources and explanation of referral options as needed to disseminate materials to health care providers.</p>	<p>Tobacco Cessation Resource Materials  Distribution Plan</p>	<p>April 2022- April 2023</p>	<p>Health care providers.</p>	<p># Of updates to cessation resource materials  # Of cessation resource materials distributed  # And type of Health care providers reached</p>	<p>Quarterly progress reports</p>
	<p><b>3.1.2</b> Support distribution efforts by providing presentations about tobacco cessation resources and e-referral connections to the Nevada Tobacco Quitline.</p>	<p>Presentations</p>	<p>April 2022- April 2023</p>	<p>Health care providers for tobacco users</p>	<p># Of presentations  Type and # of providers reached</p>	<p>Quarterly progress reports</p>

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	<p><b>3.1.3</b> Implement at least one (1) health system(s) change using referral source for the Nevada Tobacco Quitline (e.g., modified intake forms, fax/web referrals, or reminder on form). Note: work with substance abuse providers would include referrals for "recovered" clients.</p>	<p>Quitline Referrals</p>	<p>April 2022- April 2023</p>	<p>Health care providers for tobacco users including Behavioral Health and Substance Abuse Treatment</p>	<p># And type of provider reached # Of changes made to the referral source for the Nevada Tobacco Quitline</p>	<p>Quarterly progress reports Monthly Quitline Reports</p>
	<p><b>3.1.4</b> Maintain quarterly contact with referring entities in Carson City to monitor how the referral mechanism is functioning, provider utilization of referral systems, and facilitate technical assistance as needed.</p>	<p>Referral mechanism summary report Technical Assistance Records</p>	<p>April 2022- April 2023</p>	<p>Healthcare providers for tobacco users</p>	<p># Of referral systems used # Of referrals # Of technical assistance records Type and # of referral barriers</p>	<p>Quarterly progress reports</p>

**Statewide Requirement:**

**Strategy 1: Increase tobacco-free policies in behavioral health treatment facilities and campuses**

<b>Objective</b>	<b>Activities</b>	<b>Outputs</b>	<b>Timeline</b>	<b>Target Population</b>	<b>Evaluation Measure (indicator)</b>	<b>Evaluation Tool</b>
<p><b>4.1</b> By April 28, 2023, implement at least one (1) worksite tobacco-free campus policy at a behavioral health or substance</p>	<p>4.1.1 Provide educational material or presentations to behavioral health or substance abuse treatment facility to beginning planning processes for tobacco-free campus policy.</p>	<p>Educational Materials and Presentations</p>	<p>April 2022- April 2023</p>	<p>Behavioral healthcare providers and patients</p>	<p># Of educational material distributed # Of presentations and attendees</p>	<p>Quarterly Progress Reports</p>



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<b>abuse treatment facilities to improve health equity for priority populations.</b>	<b>4.1.2</b> Provide factual information and model policy language to assist in the drafting of at least one worksite (1) tobacco-free campus policy for a behavioral health or substance abuse treatment facility to enhance smoke-free protections.	Tobacco-free campus policy	April 2022- April 2023	Behavioral healthcare providers and patients	# Of model policy language shared  # Of policies drafted	Quarterly Progress Reports
	<b>4.1.3</b> Engage and provide information to at least one (1) behavioral health or substance abuse treatment facility to incorporate tobacco dependency treatment in recovery plans.	Educational Materials	April 2022- April 2023	Behavioral healthcare providers	# Educational material distributed  # Of behavioral health or substance abuse treatment facilities who incorporate tobacco dependency treatment in recovery plans.	Quarterly Progress Reports

Community-Based requirement is not implemented by CCHHS under this subaward

**E-Cigarette Requirement:**

**Strategy 1: Educate and engage stakeholders, such as parents, schools, and community-based organizations, and decision makers on evidence-based strategies to reduce youth use of emerging tobacco products, including e-cigarettes**

<b>Objective</b>	<b>Activities</b>	<b>Outputs</b>	<b>Timeline</b>	<b>Target Population</b>	<b>Evaluation Measure (indicator)</b>	<b>Evaluation Tool</b>
<b>6.1</b> By April 28, 2023, CCHHS will collaborate with at least one (1) community-based partner(s) who serve population group(s) experiencing tobacco-related disparities to provide awareness and education in Carson City or surrounding areas.	6.1.1 Using Carson City's Community Health Needs Assessment or other local, state, or national data sources to identify (1) or more population group(s) who have been disproportionately affected by health disparities related to tobacco.	Identified population groups & Health disparities faced	April 2022- April 2023	Youth and/or Adults in Carson City or Surrounding areas.	# Of Population groups identified	Quarterly Progress Reports

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	<p><b>6.1.2</b> In collaboration with at least one (1) community-based organization(s), develop inclusive, culturally, and linguistically competent materials for at least two (2) traditional campaigns and/or one (1) non-traditional campaign of choice to provide awareness and education to the identified population group(s).</p>	Educational materials	April 2022- April 2023	Youth and/or Adults in Carson City or Surrounding areas	# Materials # Reach	Quarterly Progress Reports
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<b>Mass-Reach Health Communications:</b>						
<b>Strategy 1: Implement evidence-based, mass-reach health communication interventions to prevent initiation of tobacco product use</b>						
<b>Objective</b>	<b>Activities</b>	<b>Outputs</b>	<b>Timeline</b>	<b>Target Population</b>	<b>Evaluation Measure (indicator)</b>	<b>Evaluation Tool</b>
7.1 By April 28, 2023, use all available media resources and youth counter-marketing activities to generate a reach of at least 15,000 people in Carson City.	7.1.1 Monitor, maintain, and update websites, social media pages, mobile applications, and other technological components to provide current and accurate tobacco information, including emerging products.	Website, social media, and/or mobile applications updates/messaging	April 2022- April 2023	General public At-risk youth  Parents or adult youth influencers	# Of updates made to any of the following: websites, social media pages, and other technological components  # Of social media messages  # Reached (media metrics)	Quarterly Progress Reports  Maintenance Records
	7.1.2 Support the TIPS Campaign and other leveraged media efforts by submitting at least two (2) Communication and Media reports.	Communications and Media Reports	April 2022- April 2023	Carson City tobacco users  General Population	# Reach using traditional media  # Of speaking engagements  # Reached using social media  # Of media reports	Quarterly Progress Report

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Surveillance and evaluation are not addressed by CCHHS under this subaward

<b>Infrastructure, Administration, and Management</b>						
<b>Strategy 1: Develop and maintain strong networks and partnerships.</b>						
<b>Objective</b>	<b>Activities</b>	<b>Outputs</b>	<b>Timeline</b>	<b>Target Population</b>	<b>Evaluation Measure (indicator)</b>	<b>Evaluation Tool</b>
9.1 April 28, 2023, continue to participate in at least four (4) local, state, and/or national partner meetings to improve tobacco prevention and control activities in Nevada and contribute to strategic plan implementation.	9.1.1 Participation in three (3) NTPC-related committees.	Meeting Notes	April 2022- April 2023	All Priority Populations  NTPC Stakeholders	# Of committees attended	State program records  Strategic Plan
	9.1.2 Participate in three (3) other local, state, or national coalitions, committees or workgroups that advance tobacco control in Northern Nevada.	Meeting agenda/notes	April 2022- April 2023	All Priority Populations  NTPC Stakeholders	# Of meetings attended  # Of tobacco policies educated on/about	Quarterly progress reports
	9.1.3 Present information about a local or statewide tobacco policy/initiative to at least one (1) partnering organizations.	Agenda/ notes	April 2022- April 2023	All Priority Populations  NTPC Stakeholders	# Of updates given  # And list of organizations presented to	Quarterly progress reports
	9.1.4 Attend a local or national conference or seminar to improve knowledge on best practices, strategies and/or research on tobacco including cessation and health systems transformation, communication and media, education and surveillance, tobacco product regulation, nicotine, and the science of addiction.	Conference agenda and notes	April 2022- April 2023	CCHHS Staff	# Of conferences/seminars and/or webinars attended	Quarterly progress reports
<b>Strategy 2: Provide ongoing training and technical assistance.</b>						
<b>Objective</b>	<b>Activities</b>	<b>Outputs</b>	<b>Timeline</b>	<b>Target Population</b>	<b>Evaluation Measure (indicator)</b>	<b>Evaluation Tool</b>
9.2 Through April 28, 2023, participate as one	9.2.1 Participate on technical assistance (TA) calls with CDPHP/TCP monthly (12 total)	TA agendas	April 2022- April 2023	Funded tobacco control partners in Nevada	# Of TA agendas/calls	State program records

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<b>(1) of seven (7) partners in a technical assistance project to improve tobacco control program activities in Nevada.</b>	and provide regular program updates. Also attend the required* annual partner meeting which may substitute for one (1) TA call.	TA notes & action items	April 2022- April 2023	CDPHP	# Of partner meetings attended	Quarterly Progress Reports <i>*Note: primary funding source for annual meeting will be FHN/NCS</i>
	<b>9.2.2</b> Provide progress reports quarterly, for a total of four (4) reports, documenting any barriers or challenges.	Quarterly Progress Reports	April 2022- April 2023	CDPHP	# Of progress reports submitted in a timely manner	State program records
	<b>9.2.3</b> Develop and disseminate at least one (1) tobacco control program success story.	Success story	April 2022- April 2023	Local population and stakeholders CDC	# Of success stories # And type of dissemination channels used	Quarterly progress reports

**Deliverables**

- 1) Participate in regular technical assistance calls throughout the project period. Participations on all calls is required. Specific dates and a conference call number or digital meeting invite will be provided within 1 week prior to the scheduled TA call.
- 2) Subrecipients must use Division approved data collection templates upon request.

**Reporting Schedule**

Subrecipient shall provide to the CDPHP Section an annual work plan within 30 days of receiving Notice of Subaward and scope of work. Submit quarterly and annual reports electronically to the DPHHP Coordinator or Section designees. Reports must include summary of data collection and progress on performance measures that align with the approved activities and objectives.

Quarterly Reports:

- 1) **Q1** Report Due July 15, 2022
- 2) **Q2** Report Due October 15, 2022
- 3) **Q3** Report Due January 15, 2023
- 4) **Q4** Report Due April 15, 2023

**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 1 NU58DP006783-03 from 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 Department nor CDC."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 1 NU58DP006783-03 from CDC.

Subrecipient agrees to adhere to the following budget:

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

**BUDGET NARRATIVE**

**Budget Year 3: April 29,2022-April 28, 2023**

<b>Total Personnel Costs</b>	including fringe	<b>Total:</b>	<b>\$31,579</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>Azucena Ledezma Rubio, Public Health Program Specialist - Program Coordinator</u>	\$58,081.24	35.926%	40.000%	12	100.00%	\$31,579

This position directs the overall operation of the project; responsible for overseeing the implementation of project activities, coordination with other agencies, development of materials, provisions of in service and training, conducting meetings; designs and directs the gathering, tabulating and interpreting of required data, responsible for overall program evaluation and for staff performance evaluation; and is the responsible authority for ensuring necessary reports/documentation are submitted to State of Nevada Tobacco Prevention and Control program. This position relates to all program objectives.

	<b>Total Fringe Cost</b>	<b>\$8,347</b>		<b>Total Salary Cost:</b>	<b>\$23,232</b>
	<b>Total Budgeted FTE</b>	<b>0.40000</b>			

<b>Travel</b>	<b>Total:</b>	<b>\$4,390</b>
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**Out-of-State Travel** **\$1,723**

	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>	
<u>Society of Research on Nicotine and Tobacco, Reno, NV to San Antonio, TX</u>					
Airfare: \$600 x 1 trip x 1 staff	\$600	1		1	\$600
Per Diem: \$64 per day per GSA rate for area x 1 trip x 6 days x 1 staff	\$64	1	6	1	\$384
Lodging: \$124 x 1 trip x 5 nights x 1 staff	\$124	1	5	1	\$620
Mileage: (0.585/mile x 30 miles/trip) x 2 of trips x 1 of staff	\$17.550	2		1	\$35
Parking: \$14 per day x 1 trip x 6 days x 1 staff	\$14	1	6	1	\$84

**Justification:**

Project Coordinator, Communication Specialist, or Community Health Worker will travel to the annual conference of Society for Research on Nicotine and Tobacco to convene with state and national tobacco professionals to learn about research and practice in the field of nicotine and tobacco research including cessation and health systems transformation, communication and media, education and surveillance, tobacco product regulation, nicotine and the science of addiction.

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**In-State Travel**

**\$2,470**

2022 NPHA Annual Conferences, Reno to Las Vegas.

	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>	
Airfare: \$500/trip x 1 trip x 2 staff	\$500	1		2	\$1,000
Per Diem: \$69/dayGSA rate for area x 1 trip x 4 days x 2 staff	\$69	1	4	2	\$552
Lodging: \$120/day x 1 trip x 3 nights x 2 staff	\$120	1	3	2	\$720
Mileage: (0.585 x 30 miles/trip) x 2 of trips x 2 staff	\$17.550	2		2	\$70
Parking: \$16 per day x 1 trip x 4 days x 2 staff	\$16	1	4	2	\$128

**Justification:**

Project Coordinator, Communication Specialist, or Community Health Worker will travel to Las Vegas, NV to attend the Nevada Public Health Association's Annual Conference. This conference provides educational opportunities for public health professionals and an opportunity for networking.

**In-State Travel**

**\$197**

	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>	
Mileage- Routine local mileage to conduct program activities (\$0.585 rate per mile)	\$0.585	168		2	\$197

**Justification:**

Local Travel: Carson City, Douglas County, Lyon County, Storey County to attend meetings, events, presentations, policy work and other activities related to the SOW.

**Operating**

**Total:**

**\$2,320**

Office supplies \$10 amount x 2 of FTE staff x 12 of mo.					\$240.00
Microsoft Office software \$280 for 12 months x 1 staff					\$280.00
Analytic/surveying software-Alchemers					\$600.00
Stock images subscriptions \$30 x12 months					\$360.00
Communications-ZOOM: \$10 per/months x 12 months					\$120.00
Social media boosting fee \$30 x 12 months					\$360.00
Organization subscption such as Monday.com \$60 x 12 months= total \$720 (split with two other grants )					\$240.00
Flow Code subscription \$10 x 12 months					\$120.00

Justification: Office Supplies, communications and software needed for completing daily tasks related to activities within work plan.

**Equipment**

**Total:**

**\$0**

**Contractual**

**\$24,459**

Marathon Staffing.

**Total \$23,459**

**Method of Selection:** Marathon Staffing is one of four temporary staffing agencies approved by Carson City's Board of Supervisors.

**Period of Performance:** April 29,2022-April 28,2023

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Scope of Work: Contract staff are overseen by program coordinator. These positions relate to all program objectives by assisting with implementation of project activities, coordination with other agencies, development of materials, service and training, attending meetings; designs and direct gathering, tabulating and interpreting of required data.

\* Sole Source Justification: N/A

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Public Health Communication Specialist	\$36,608.00	24.900%	30.000%	12	100.00%	\$13,717

Assists with tracking and reporting of analytic; development of infographics, short videos, and/ or social media advertisements; updating materials, website or other mobile apps as needed; attending meetings with stakeholders and other assignments as needed by the Tobacco Prevention and Control Program at CCHHS.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Community Health Worker	\$31,200.00	24.900%	25.000%	12	100.00%	\$9,742

Assists with tracking and reporting of analytic; Attending meetings with stakeholders, outreach to identify population groups and other assignments as needed by the Tobacco Prevention and Control Program at CCHHS.

Budget

Personnel			\$23,459.00
Travel			\$0.00
<b>Total Budget</b>	-	-	<b>\$23,459.00</b>

Method of Accountability:

Define - The Project Coordinator is responsible for overseeing the contracted positions activities. Progress and performance are achieved by reviewing timesheets, calendar, monthly meetings to discuss projects and documentation for quarterly reports.

-	-	-	-	-	-	-
Name of Contractor, Out of Home Media- TBD			<b>Total</b>		<b>\$1,000</b>	

Method of Selection: Carson City policies and procedures will be followed by obtaining an oral or written quote.

Period of Performance: April 29,2022-April 28,2023

Scope of Work: Traditional Advertisement will be used to raise awareness through various channels including newspaper articles, billboards, TV, radio, movie theater ads and other.

\* Sole Source Justification: N/A

Budget

Personnel			\$1,000.00
Travel			\$0.00
<b>Total Budget</b>	-	-	<b>\$1,000.00</b>

Method of Accountability:

Define - The Project Coordinator and Department Director are responsible for supervising the contracts. Progress will be outlined in the quarterly reports.

-	-	-	-	-	-	-
-	-	-	-	-	-	-

<b>Training</b>			<b>Total:</b>		<b>\$0</b>
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<b>Other</b>			<b>Total:</b>		<b>\$2,204</b>
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Printing Services: \$12 amount/mo. x 12 months	\$144
Educational printing material \$25 amount x 12 months	\$300
Postage: \$10 per mo. x 12 months	\$120
NPHA Conferences Registration \$165 x 3 Staff	\$500
NPHA Memeberships \$50 x 3 staff	\$150
SNRT Conferences Registration \$780 x 1 staff	\$780



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SNRT Membership \$210 annual x 1  
 staff

\$210

Justification: Copier/Printing services and postage are essential for day-to-day operations for meetings, reports, and other office duties. Memberships and conference registration to convene with tobacco control partners to discuss grant-related progress and issues related to tobacco control best practices in the tobacco control field.

<b>TOTAL DIRECT CHARGES</b>	<b>\$64,952</b>
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<b>Indirect Charges</b>	<b>Indirect Rate:</b>	<b>8.000%</b>	<b>\$5,196</b>
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**Indirect Methodology:** Indirect charges include facilities and administration. Facility costs include depreciation on buildings, operations and maintenance expenses (utilities, desk telephone). Administration costs include general administration such as director's office, accounting (both at health department and City), information technology, and human resources.

<b>TOTAL BUDGET</b>	<b>Total:</b>	<b>\$70,148</b>
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Applicant Name: Carson City Health & Human Services

Form 2

PROPOSED BUDGET SUMMARY

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

FUNDING SOURCES	GMU	Nevada Clinical Services (NCSS) July 2021 - June 2022	Youth Vaping Prevention Funds (YVPP) July 2021 - June 2022	Tobacco Health Disparity Grants through NC July 2021 - May 2023	Other Funding	Other Funding	Program Income	TOTAL
SECURED								
ENTER TOTAL REQUEST	\$70,148	\$68,000	\$15,000	\$49,950				\$338,098

EXPENSE CATEGORY

Personnel	\$31,579	\$34,962	\$13,819	\$11,000				\$91,360
Travel	\$4,390	\$1,673	\$2,645					\$8,708
Operating	\$2,320	\$2,820	\$5,930	\$12,500				\$23,570
Equipment	\$0	\$0	\$7,400					\$7,400

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Contractual/Consultant	\$24,459	\$23,010	\$94,550	\$26,450					\$168,469
Training	\$0	\$500	\$2,710						\$3,210
Other Expenses	\$2,204	\$2,420	\$9,310						\$13,934
Indirect	\$5,196	\$2,615	\$13,636						\$21,447

TOTAL EXPENSE	\$70,148	\$68,000	\$15,000	\$49,950	\$0	\$0	\$0	\$0	\$338,098
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These boxes should equal 0

	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Indirect Cost	\$5,196
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Total Agency Budget	\$338,098
Percent of Subrecipient Budget	21%

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

**C. Program Income Calculation:**

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

**The Subrecipient agrees:**

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

- Reimbursement may be requested monthly for expenses incurred in the implementation of the Scope of Work, within 15 days of the end of the previous month and no later than 15 days from the end of the subaward period which is **April 28, 2023**;
- Total reimbursement through this subaward will not exceed \$70,148;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Invoices may not be approved for payment until the program coordinator receives the appropriately timed progress reports;
- The Department reserves the right to conduct a site visit regarding this subaward and deliverables. If deliverables are not met for this subaward period, then the Department is not obligated to issue continuation funding; and
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

**The Department agrees:**

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

**Both parties agree:**

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

**Financial Reporting Requirements**

- A Request for Reimbursement is due monthly, based on the terms of the subaward agreement, no later than the 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.

**CDPHP and Nevada Wellness Attribution Requirements:**

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

**Funding Attribution**

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Division of Public and Behavioral Health through Grant Number 6 NU58DP006306-

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04 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 NU58DP006306-04 from the CDC.

**Nevada Wellness Logo**

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

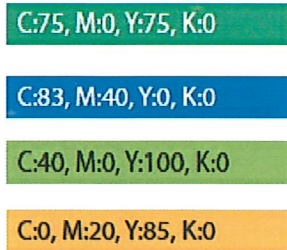
**Usage Guidelines**

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

o **PMS Colors:**



o **CMYK Colors:**



o **RGB Colors:**

**RGB Colors**

Green: R: 43 G: 182 B: 115

Blue: R: 2 G: 130 B: 198

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

Yellow: R: 255 G: 200 B: 67

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**SECTION D**

Agency Ref. #: **SG 25668**  
Budget Account: 3220  
GL: 8501  
Draw #: \_\_\_\_\_

**Request for Reimbursement**

<b>Program Name:</b> Tobacco Control Program Chronic Disease Prevention and Health Promotion (CDPHP) Bureau of Child, Family and Community Wellness (CFCW)	<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 East Long St. Carson City, NV 89706
<b>Subaward Period:</b> April 29, 2022 through April 28, 2023	<b>Subrecipient's:</b> EIN: 88-6000189 Vendor #: T80990941J

**FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT**

(must be accompanied by expenditure report/back-up)

	Month(s)	Calendar year				
Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$31,579.00	\$0.00	\$0.00	\$0.00	\$31,579.00	0.0%
2. Travel	\$4,390.00	\$0.00	\$0.00	\$0.00	\$4,390.00	0.0%
3. Operating	\$2,320.00	\$0.00	\$0.00	\$0.00	\$2,320.00	0.0%
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$24,459.00	\$0.00	\$0.00	\$0.00	\$24,459.00	0.0%
6. Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Other	\$2,204.00	\$0.00	\$0.00	\$0.00	\$2,204.00	0.0%
8. Indirect	\$5,196.00	\$0.00	\$0.00	\$0.00	\$5,196.00	0.0%
<b>Total</b>	<b>\$70,148.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$70,148.00</b>	<b>0.0%</b>
<hr/>						
MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
INSERT MONTH/QUARTER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-

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 \_\_\_\_\_

**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

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.

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

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost

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to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.

12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE. The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e) (2) (i) and 42 USC 17935 and 17936.
- b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
- c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

2. **Prohibited Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.

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2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. TERM AND TERMINATION

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

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
  - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
  - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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