



State of Nevada
Department of Human Services
Aging and Disability Services Division
(hereinafter referred to as the Department)

Agency Ref. #: **16-000-57-NX-26**
Unit: **3278**
Sub Unit: **17**
GL: **8584**
Reporting: **9305326**

NOTICE OF SUBAWARD

Program Name: ADSD Office of Community Living (OCL) Grants Management Contact Name: Laurienne Riley, LRiley@adsd.nv.gov		Subrecipient's Name: Washoe County Contact Name: Ryan Gustafson, Director, Washoe County Human Services Agency / RGustafson@washoecounty.gov	
Address: 1550 East College Parkway Carson City, NV 89706		Address: 1001 E. 9th Street Reno, NV 89512-2845	
Subaward Period: 10/01/2025 - 09/30/2026 Subaward Type: Categorical		Subrecipient's: EIN: 88-6000138 Vendor #: T40283400 UEI: GPR1NY74XPQ5	
Purpose of Award: Fiscal Year 2026 NSIP funding to purchase domestically produced food such as milk, fruit, vegetables, or protein products that are used in the subrecipient's Older Americans Act, Title III-C meal program(s).			
Region(s) to be served: ☐ Statewide ☒ Specific county or counties: <u>Washoe</u>			
Approved Budget Categories:		AWARD COMPUTATION:	
1. Personnel \$0.00		Total Obligated by this Action: \$ 209,293.00	
2. Travel \$0.00		Cumulative Prior Awards this Budget Period: \$ 0.00	
3. Operating \$209,293.00		Total Federal Funds Awarded to Date: \$ 209,293.00	
4. Equipment \$0.00		Total State Funds Awarded to Date: \$ 0.00	
5. Contractual/Consultant \$0.00		Total Funds Awarded: \$ 209,293.00	
6. Other \$0.00		Match Required ☐ Y ☒ N	
TOTAL DIRECT COSTS \$209,293.00		Amount Required this Action: \$ 0.00	
7. Indirect Costs \$0.00		Amount Required Prior Awards: \$ 0.00	
TOTAL APPROVED BUDGET \$209,293.00		Total Match Amount Required: \$ 0.00	
		Research and Development (R&D) ☐ Y ☒ N	
		Federal Budget Period: 10/01/2025 - 09/30/2027	
		Federal Project Period: 10/01/2025 - 09/30/2027	
		FOR AGENCY USE, ONLY	
Source of Funds: Administration for Community Living (ACL); Older Americans Act, Nutrition Services Incentive Program (NSIP)	% Funds: 100%	CFDA: 93.053	FAIN: N/A
		Federal Grant #: 2601NVOANS-02	Federal Grant Award Date by Federal Agency: 3/27/2026
Agency Approved Indirect Rate: N/A		Subrecipient Approved Indirect Rate: N/A	
Terms and Conditions: In accepting these grant funds, it is understood that: 1. This award is subject to the availability of appropriated funds. 2. Expenditures must comply with any statutory guidelines, the DHS Grant Instructions and Requirements, ADSD Requirements and Procedures for Grant Programs (RPGPs), and the State Administrative Manual. 3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented. 4. Subrecipient must comply with all applicable Federal and State regulations. 5. Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator. 6. Financial Status Reports and Requests for Reimbursements 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: DHS Confidentiality Addendum.	
Authorized Subrecipient Official's Name, Title: Ryan Gustafson, Director, Washoe County Human Services Agency -OR- Authorized Signer (Print Name and Title): _____	Signature <i>C. Pasquale</i>		Date 04/20/2026
Cheyenne Pasquale, Agency Manager For Rique Robb, ADSD Administrator			

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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 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 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 sub-grants 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).
8. 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.**
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. Compliance with the Consolidated Appropriations Act, 2023, PL 117-328.

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11. Compliance with the Trafficking Victims Protection Act of 2000, Section 106 (g), as amended (22 U.S.C. 7104(g)).
12. No funding associated with this grant will be used for lobbying.
13. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
14. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
15. Should the collection of information require the use of an information technology system, the subrecipient will be expected to adhere to state and federal information security requirements to help ensure the security of any system used or developed by the subrecipient. In particular, if the data to be collected includes Personally Identifiable Information or Protected PII, the subrecipient must apply the appropriate security controls required to protect the privacy and security of the collected PII and/or Protected PII. (See 2 CFR 200.1 Definitions; 2 CFR 200.303 Internal Controls)
16. An organization receiving grant funds through the Nevada Department of 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.
17. An organization receiving grant funds through the Nevada Department of 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

Washoe County, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Washoe County

Indicate the staff responsible for each of the following:

Compliance Item	Due Date	Indicate Subrecipient Staff Responsible (Name and Title)
Reporting Schedule	Each report applicable to funded service, as outlined at https://adsd.nv.gov/Programs/Grant/Reporting/Instructions/	
Service-Specific Report	10 th calendar day following the month of service	
Request for Reimbursement	15 th calendar day following the month or quarter of service	
Request for Reimbursement – Advance	15 th calendar day before the month of service	
General Service Specifications	Ongoing throughout subaward period – General guidelines for service provision	
Nutrition Service Specifications	Ongoing throughout subaward period – Service-specific guidelines for service provision to ensure meals are NSIP-eligible.	
NSIP Funding	Funds may only be used to purchase domestically produced food for the subrecipient's Title III-C meal program(s).	
NV DHS Grant Instructions and Requirements (GIRS) - and - ADSD Requirements and Procedures for Grant Programs (RPGPs)	Ongoing throughout subaward period – General guidelines for management of the subaward GIRS: https://www.dhs.nv.gov/siteassets/content/programs/grants/Grant_Instructions_and_Requirements_Revised_1.2025_-_FINAL_R.pdf RPGPs: https://adsd.nv.gov/uploadedFiles/agingnv.gov/content/Programs/Grant/FiscalRequirements.pdf	

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 Human Services through Grant Number 16-000-57-NX-26 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 16-000-57-NX-26 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

Subrecipient Name:	Washoe County	Subaward & Service Type:	NSIP; Categorical
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PROPOSED BUDGET NARRATIVE
Nutrition Services Incentive Program (NSIP)

Operating	Total: \$209,293.00
Domestically produced food such as milk, fruit, vegetables, or protein products that are used in an Older Americans Act, Title III-C meal.	\$209,293.00

Administrative Expenses or Federal Indirect Cost Rate (FICR)	Total: N/A
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TOTAL BUDGET REQUEST	\$209,293.00
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PROPOSED BUDGET SUMMARY
Nutrition Services Incentive Program (NSIP)

<u>A. FUNDING SOURCES</u>	<i>ADSD Funds</i>	MATCH	N/A	N/A	N/A	TOTAL
PENDING OR SECURED	Pending	N/A	N/A	N/A	N/A	
ENTER TOTAL FUNDING	\$209,293.00	\$0.00	\$0.00	\$0.00	\$0.00	\$209,293.00

EXPENSE CATEGORY

Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel/Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating	\$209,293.00	\$0.00	\$0.00	\$0.00	\$0.00	\$209,293.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL EXPENSE	\$209,293.00	\$0.00	\$0.00	\$0.00	\$0.00	\$209,293.00
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Total Indirect Cost	N/A	Total Agency Budget	\$209,293.00
Indirect % of Budget	N/A	ADSD Percent of Agency Budget	100%

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- Department of 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 or state 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 \$209,293.00;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

- Identify specific items Aging and Disability Services Division must provide or accomplish to ensure successful completion of this project, such as:
 - Providing technical assistance, upon request from the Subrecipient;
 - Providing prior approval of reports or documents to be developed;
 - Forwarding a report to another party, i.e. Administration for Community Living (ACL).
- 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:

- Aging and Disability Services Division will conduct programmatic and financial monitoring of the project on an annual basis or as determined necessary based on a risk assessment.
- 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 or quarterly basis, based on the terms of the subaward agreement, no later than the 15th of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

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

SECTION D
Request for Reimbursement (RFR)

Agency Ref.#: 16-000-57-NX-26

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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$1,000,000.00 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 \$1,000,000 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

Notification of Utilization of Current or Former State Employee

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

Confidentiality Addendum

BETWEEN

Nevada Department of Human Services

Hereinafter referred to as "Department"

and

Washoe County

Hereinafter referred to as "Subrecipient"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Department and Subrecipient.

WHEREAS, Subrecipient may have access, view or be provided information, in conjunction with goods or services provided by Subrecipient to Department that is confidential and must be treated and protected as such.

NOW, THEREFORE, Department and Subrecipient agree as follows:

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. **Agreement** shall refer to this document and that agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Subrecipient** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Department or created by Subrecipient from that confidential information is destroyed or returned, if feasible, to Department pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Subrecipient hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Department for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT

Subrecipient shall be permitted to use and/or disclose information accessed, viewed or provided from Department for the purpose(s) required in fulfilling its responsibilities under the primary agreement.

V. USE OR DISCLOSURE OF INFORMATION

Subrecipient may use information as stipulated in the primary agreement if necessary for the proper management and administration of Subrecipient; to carry out legal responsibilities of Subrecipient; and to provide data aggregation services relating to the health care operations of Department. Subrecipient may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the agreement to which this Addendum is made a part; or
3. The Subrecipient has obtained written approval from the Department.

VI. OBLIGATIONS OF SUBRECIPIENT

1. **Agents and Subcontractors.** Subrecipient shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Subrecipient and are contained in Agreement.

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2. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Subrecipient will immediately report in writing to Department any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Subrecipient maintains will not be used or disclosed.

IN WITNESS WHEREOF, Subrecipient and the Department have agreed to the terms of the above written Addendum as of the effective date of the agreement to which this Addendum is made a part.

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