



State of Nevada  
 Department of Health and Human Services  
**Division of Public & Behavioral  
 Health**  
 (hereinafter referred to as the Division)

Agency Ref. #: **16577**  
 Budget Account: **3218**  
 Category: **23**  
 GL: **8516**  
 Job Number: **9388918S**

**NOTICE OF SUBAWARD**

<b>Program Name:</b> Public Health Preparedness Program (PHP) Bureau of Health Protection and Preparedness (BHPP)	<b>Subgrantee Name:</b> Washoe County Health District (WCHD)																																																												
<b>Address:</b> 4150 Technology Way, Suite # 200 Carson City, NV 89706-2009	<b>Address:</b> 1001 East Ninth Street / PO Box 11130 Reno, Nevada 89520																																																												
<b>Project Period:</b> July 1, 2018 to June 30, 2019	<b>Subrecipient's:</b> EIN: <b>88-6000138</b> Vendor #: <b>T40283400</b> Dun & Bradstreet: <b>073786998</b>																																																												
<b>Budget Period:</b> July 1, 2018 to June 30, 2019																																																													
<b>Purpose of Award:</b> Funds are intended to demonstrate achievement in the Hospital Preparedness Program (HPP) domains according to the HPP and PHEP Cooperative Agreement.																																																													
<b>Region(s) to be served:</b> <input type="checkbox"/> Statewide <input checked="" type="checkbox"/> Specific county or counties: <b>Washoe</b>																																																													
<table border="1"> <thead> <tr> <th colspan="2"><b>Approved Budget Categories:</b></th> <th colspan="3"><b>AWARD COMPUTATION:</b></th> </tr> </thead> <tbody> <tr> <td>1. Personnel</td> <td><b>\$222,972.00</b></td> <td>Total Obligated by This Action:</td> <td colspan="2">\$ 365,687.00</td> </tr> <tr> <td>2. Travel</td> <td><b>\$13,859.00</b></td> <td>Cumulative Prior Awards this Budget Period:</td> <td colspan="2">\$ 0.00</td> </tr> <tr> <td>3. Supplies</td> <td><b>\$9,078.00</b></td> <td>Total Federal Funds Awarded to Date:</td> <td colspan="2">\$ 365,687.00</td> </tr> <tr> <td>4. Equipment</td> <td><b>\$0.00</b></td> <td>Match Required</td> <td><input checked="" type="checkbox"/> Y <input type="checkbox"/> N</td> <td></td> </tr> <tr> <td>5. Contractual/Consultant</td> <td><b>\$79,277.00</b></td> <td>Amount Required This Action:</td> <td colspan="2">\$ 36,568.70</td> </tr> <tr> <td>6. Other</td> <td><b>\$7,257.00</b></td> <td>Amount Required Prior Awards:</td> <td colspan="2">\$ 0.00</td> </tr> <tr> <td><b>TOTAL DIRECT COSTS</b></td> <td><b>\$332,443.00</b></td> <td>Total Match Amount Required:</td> <td colspan="2">\$ 36,568.70</td> </tr> <tr> <td>7. INDIRECT COSTS</td> <td><b>\$33,244.00</b></td> <td>Research and Development (R&amp;D)</td> <td><input type="checkbox"/> Y <input checked="" type="checkbox"/> N</td> <td></td> </tr> <tr> <td><b>TOTAL FEDERAL FUNDS</b></td> <td><b>\$365,687.00</b></td> <td></td> <td></td> <td></td> </tr> <tr> <td>8. Match</td> <td><b>\$36,568.70</b></td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>TOTAL FEDERAL &amp; NON-FEDERAL CONTRIBUTION</b></td> <td><b>\$402,255.70</b></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		<b>Approved Budget Categories:</b>		<b>AWARD COMPUTATION:</b>			1. Personnel	<b>\$222,972.00</b>	Total Obligated by This Action:	\$ 365,687.00		2. Travel	<b>\$13,859.00</b>	Cumulative Prior Awards this Budget Period:	\$ 0.00		3. Supplies	<b>\$9,078.00</b>	Total Federal Funds Awarded to Date:	\$ 365,687.00		4. Equipment	<b>\$0.00</b>	Match Required	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N		5. Contractual/Consultant	<b>\$79,277.00</b>	Amount Required This Action:	\$ 36,568.70		6. Other	<b>\$7,257.00</b>	Amount Required Prior Awards:	\$ 0.00		<b>TOTAL DIRECT COSTS</b>	<b>\$332,443.00</b>	Total Match Amount Required:	\$ 36,568.70		7. INDIRECT COSTS	<b>\$33,244.00</b>	Research and Development (R&D)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		<b>TOTAL FEDERAL FUNDS</b>	<b>\$365,687.00</b>				8. Match	<b>\$36,568.70</b>				<b>TOTAL FEDERAL &amp; NON-FEDERAL CONTRIBUTION</b>	<b>\$402,255.70</b>			
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<b>Source of Funds:</b> Assistant Secretary for Preparedness and Response (ASPR)		<b>% Funds:</b> 100%	<b>CFDA:</b> 93.889	<b>FAIN:</b> NU90TP921907																																																									
<b>Federal Grant Award Date by Federal Agency:</b>		August 8, 2018																																																											
<p><b>Terms and Conditions:</b>    In accepting these grant funds, it is understood that:</p> <ol style="list-style-type: none"> <li>This award is subject to the availability of appropriate funds.</li> <li>Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.</li> <li>Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.</li> <li>Subrecipient must comply with all applicable Federal regulations.</li> <li>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.</li> <li>Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.</li> </ol>																																																													
<p><b>Incorporated Documents:</b></p> <p>Section A: Grant Conditions and Assurances;</p> <p>Section B: Description of Services, Scope of Work and Deliverables;</p> <p>Exhibit 1: Detailed Work Plan</p> <p>Section C: Budget and Financial Reporting Requirements;</p> <p>Exhibit 2: Worksheet;</p> <p>Section D: Request for Reimbursement;</p> <p>Section E: Audit Information Request;</p>																																																													

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DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD

Section F: Current/Former State Employee Disclaimer  
Section G: DPBH Business Associate Addendum; and  
Section H: Matching Funds Agreement

Kevin Dick District Health Officer	 Signature (Blue Ink)	8/23/18 Date
Karen Beckley, MPA Bureau Chief, BHPP		
for Julie Kotchevar, PhD. Administrator, DPBH		

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

**SECTION A**

**GRANT CONDITIONS AND ASSURANCES**

**General Conditions**

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee 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 "The Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Grantee is an independent entity.
2. The Grantee shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Grantee 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 Grantee 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 Grantee.

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 Attachment A 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 Grantee under this Agreement shall, at the option of the Department, become the property of the Department, and the Grantee 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 Grantee 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 Grantee 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 Grantee is in noncompliance with any applicable rules or regulations, the Department may withhold funding as outlined in the current Grant Instructions and Requirements.

**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).

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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. **A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO:**

***Nevada State Division of Public and Behavioral Health***  
***Attn: Contract Unit***  
***4150 Technology Way, Suite 300***  
***Carson City, NV 89706-2009***

This copy of the final audit must be sent to the Division within nine (9) months of the close of the Subrecipient's fiscal year. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**

8. Certification that neither the Grantee 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).
9. No funding associated with this grant will be used for lobbying.
10. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
11. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
12. Compliance with Grant Instructions and Requirements from the Office of Community Partnerships and Grants.  
(Online: <http://dhhs.nv.gov/uploadedFiles/dhhsnvgov/content/Programs/Grants/Forms/FY17%20GIRS.pdf> )
- An organization receiving grant funds through the Division of Public and Behavioral Health of the Nevada Department of Health and Human Services shall not use grant funds for any activity related to the following:
  1. 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.
  2. 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.
  3. Any attempt to influence:
    - (a) The introduction or formulation of Federal, State or local legislation; or
    - (b) 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.
  4. 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.
  5. Any attempt to influence:
    - (a) The introduction or formulation of Federal, State or local legislation;
    - (b) The enactment or modification of any pending Federal, State or local legislation; or
    - (c) 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.

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- 6. 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.
- 7. 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.
- An organization receiving grant funds through the Division of Public and Behavioral Health of the Nevada 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:
  1. 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
  2. Not specifically directed at:
    - (a) Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
    - (b) Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
    - (c) 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 grantee 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.

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

**STATE OF NEVADA,  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
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## Description of Services, Scope of Work and Deliverables

**Washtoe County Health District (WCHD)**, hereinafter referred to as Subgrantee, agrees to provide the following services and reports according to the identified timeframes:

- The attached detailed Work Plan (Exhibit 1) is for Budget Period 1 Supplemental, July 1, 2018 to June 30, 2019 and is broken down by domain, goals, objectives, capabilities and activities. The Detailed Work Plan contains activity description, output documentation and estimated date of completion for each activity.
- Achievements of domain objectives for this budget period are to be completed by June 30, 2019. Outcome of the funded domain will be measured by Nevada State Division of Public and Behavioral Health (Division). Each funded domain requires substantial achievement and demonstration of completion as specified in the Detailed Work Plan of the funded activities. If objectives are not met, Division may reduce the amount of this subgrant award and reallocate funding to other preparedness priorities within the state.
- Submit written Progress Reports to the Division electronically on or before:
  - October 31, 2018 1<sup>st</sup> Quarter Progress Report  
(For the period of 7/1/18 to 9/30/18)
  - January 31, 2018 2<sup>nd</sup> Quarter Progress Report  
(For the period of 7/1/18 to 12/31/18)
  - April 30, 2019 3<sup>rd</sup> Quarter Progress Report  
(For the period of 7/1/18 to 3/31/19)
  - July 31, 2019 4<sup>th</sup> Quarter Progress Report  
(For the period of 7/1/18 to 6/30/19)
- Submit written Quarterly Match Sharing Report to the Division electronically on or before:
  - October 31, 2018 1<sup>st</sup> Quarter Progress Report  
(For the period of 7/1/18 to 9/30/18)
  - January 31, 2018 2<sup>nd</sup> Quarter Progress Report  
(For the period of 10/1/18 to 12/31/18)
  - April 30, 2019 3<sup>rd</sup> Quarter Progress Report  
(For the period of 1/1/19 to 3/31/19)
  - July 31, 2019 4<sup>th</sup> Quarter Progress Report  
(For the period of 4/1/19 to 6/30/19)

Additional information may be requested by the Division, as needed, due to evolving state and federal reporting requirements.

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DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD

HD #: 16577

Budget Account: 3218

GL: 8516

Number 9388918S

Job Number 9388918S

Draw #:

## **SECTION D**

## Request for Reimbursement

<b>Program Name:</b> Public Health Preparedness Program (PHP) Bureau of Health Protection and Preparedness (BHPP)		<b>Subgrantee Name:</b> Washoe County Health District (WCHD)				
<b>Address:</b> 4150 Technology Way, Suite # 200 Carson City, NV 89706-2009		<b>Address:</b> 1001 East Ninth Street / PO Box 11130 Reno, Nevada 89520				
<b>Subgrant Period:</b> July 1, 2018 to June 30, 2019		<b>Subgrantee's:</b> EIN: 88-6000138 Vendor #: T40283400				
<b>FINANCIAL REPORT AND REQUEST FOR FUNDS</b> (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	\$222,972.00	\$0.00	\$0.00	\$0.00	\$222,972.00	0.0%
2. Travel	\$13,859.00	\$0.00	\$0.00	\$0.00	\$13,859.00	0.0%
3. Supplies	\$9,078.00	\$0.00	\$0.00	\$0.00	\$9,078.00	0.0%
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$79,277.00	\$0.00	\$0.00	\$0.00	\$79,277.00	0.0%
6. Other	\$7,257.00	\$0.00	\$0.00	\$0.00	\$7,257.00	0.0%
7. Indirect	\$33,244.00	\$0.00	\$0.00	\$0.00	\$33,244.00	0.0%
<b>Total Federal Funds</b>	<b>\$365,687.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$365,687.00</b>	<b>0.0%</b>
8. Match	\$36,568.70	\$0.00	\$0.00	\$0.00	\$36,568.70	0.0%
<b>Total Federal &amp; Non-Federal Contribution</b>	<b>\$402,255.70</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$402,255.70</b>	<b>0.0%</b>

I, a duty authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.

Authorized Signature (blue ink)	Title	Date
<b><u>FOR DIVISION USE ONLY</u></b>		
Is program contact required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Contact Person: _____
Reason for contact: _____		
Fiscal review/approval date: _____		
Scope of Work review/approval date: _____		
ASO or Bureau Chief (as required): _____		Date _____

## Exhibit 2 to Section C

**STATE OF NEVADA**  
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- 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 Division may not be able to provide reimbursement.
- If a credit is owed to the Division after the 45-day closing period, the funds must be returned to the Division within 30 days of identification.

**The Division agrees:**

- To provide technical assistance, upon request from the Subrecipient;
- To provide prior approval of reports or documents to be developed;
- To hold reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Division

**Both parties agree:**

- Based on the bi-annual narrative progress and financial reporting forms, as well as site visit findings, if it appears to the Nevada State Division of Public and Behavioral Health that activities will not be completed in time specifically designated in the Scope of Work, or project objectives have been met at a lesser cost than originally budgeted, the funding may be reallocated other preparedness priorities within the state. This includes but is not limited to:
  - Relocating funds between the subgrantee's categories, and
  - Relocating funds to another subgrantee or funding recipient to address other identified PHP priorities, by removing it from this agreement through a subgrant amendment.
- The Subrecipient will, in the performance of the Scope of Work specified in this subgrant, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out and sign Section F, 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 Division are SUBJECT TO AUDIT.
- The Division reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and accurate expenditure documentation are submitted to and accepted by the Division.
- 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 Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

**Financial Reporting Requirements**

- A Request for Reimbursement is due on a monthly basis, based on the terms of the subaward agreement, no later than the 15<sup>th</sup> of the month, following the reporting period.
- Reimbursement is based on actual and paid expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current and accurate.
- 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.**

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- Division of Public and Behavioral Health 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. Funds may only be redistributed budget categories in the original award. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% (\$36,568.70) require a formal amendment. All redistribution of funds must be submitted for written approval no later than May 1, 2019 at 5:00 PM PST.**
- 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).
- Subgrantee agrees to Match a nonfederal contribution in the amount of 10% (\$1 for each \$10 of federal funds provided in this subgrant). The Match for the budget period will be **\$36,568.70**. This Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including location, equipment or services. Amounts provided by the federal government or services assisted or subsidized to any significant extend by the federal government may not be included in determining the amount of such nonfederal contributions. Documentation of match, including methods and sources must be available upon request of the Division. Subgrantee will sign attached Match Certification (Section H).

**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 performance period.

- Total reimbursement through this subaward will not exceed **\$365,687.00**;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred (Exhibit 2);
- Provide complete travel detail including purpose of travel and attach copies of a travel claim summary (if available).
- Costs associated with food or meals are NOT permitted unless included with per diem as a part of official travel. Meals cannot be claimed within 50 miles of the official workstation.
- Attach invoice copies for all items listed in Contract/Consultant and Equipment. Also attach invoices for all Supplies and Other purchases that are over \$500 per item. **NOTE:** Supplies are items that have a consumable life of less than 1 year and Equipment are items over \$5,000 per item OR have a consumable life of over 1 year (i.e., laptops, iPads, printers, etc.).
- Provide a copy of all plans developed and all After Action Reports (AAR) for exercises within 45 days of exercise completion.
- Additional expenditure detail will be provided upon request from the Division.

Additionally, the Subrecipient agrees to provide:

- A complete financial reconciliation of all expenditures is required to be submitted to the Division within 45 days of the CLOSE OF THE BUDGET PERIOD. Any un-obligated funds remaining after the 45-day closing period must be returned to the Division at that time, or if not already requested, will be deducted from the final award.

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		\$ 3,876	NAACHO Preparedness Summit Conference, Atlanta, GA 3 days, 3 staff, 1 trip To include Airfare, Hotel, Per Diem, Transportation Not to exceed \$3,876
		\$ 3,405	Joint Commission Emergency Preparedness Conference, Lake Bueno Vista, FL 3 days, 3 staff, 1 trip To include Airfare, Hotel, Per Diem, Transportation Not to exceed \$3,405
<b>3. Supplies</b>	<b>\$ 9,078</b>		
		\$ 400	General office supplies for staff \$33.33/month x 12 months = \$400
		\$ 200	General operating supplies for staff \$16.65/month x 12 months = \$200
		\$ 8,478	Supplies for Coalition Members such as bleed control kits, flash drives, MCI or MAEA tags, MCI or MAEA supplies, or MCI alpha plan supplies \$706.50/month x 12 months = \$8,478
<b>4. Equipment</b>	<b>\$ 0</b>		
<b>5. Contractual Consultant</b>	<b>\$ 79,277</b>		
		\$ 68,400	Contractual support to provide training for healthcare coalition members \$34,200 x 2 = \$68,400
		\$ 5,000	Contractual support for exercise development
		\$ 350	Webinar support for coalition trainings, meetings and/or emergency response plan initiatives
		\$ 5,527	Contractual support for emergency plan development
<b>6. Other</b>	<b>\$ 7,257</b>		
		\$ 1,815	Preparedness Conference registrations 3 staff x \$605 = \$1,815
		\$ 1,785	National Healthcare Coalition conference registration 3 staff x \$595 = \$1,785
		\$ 2,217	Joint Commission Emergency Preparedness conference registration 3 staff x \$739 = \$2,217
		\$ 900	Copy Machines: copies and lease allocation based on usage \$75/month x 12 months = \$900
		\$ 150	Minor Furniture and Equipment - As needed to replace printer, fax, office chair, etc. \$12.50/month x 12 months = \$150
		\$ 360	Phone for staff (2 land line plus long distance) \$30/month x 12 months = \$360
		\$ 30	Postage for coalition business \$2.50/month x 12 months = \$30
<b>7. Indirect</b>	<b>\$ 33,244</b>		
		\$ 33,244	Indirect @ 10% \$332,443.10 x 10% = \$33,244.31
<b>Total Federal Funds</b>	<b>\$ 365,687</b>		
<b>8. Match</b>	<b>\$ 36,568.70</b>		
		\$ 36,568.70	A non-federal contribution in the amount of 10% of award \$365,687 x 10% = \$36,568.70
<b>Total Federal &amp; Non-Federal Contribution</b>	<b>\$ 402,255.70</b>		

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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 Division of Public and Behavioral Health through Grant Number 6 NU90TP921907-01-04 from the Assistant Secretary for Preparedness and Response (ASPR). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Division nor the Assistant Secretary for Preparedness and Response (ASPR)."

Any activities performed under this subaward shall acknowledge the funding was provided through the Division by Grant Number 6 NU90TP921907-01-04 from the Assistant Secretary for Preparedness and Response (ASPR).

Subrecipient agrees to adhere to the following budget:

<b><u>Category</u></b>	<b><u>Total cost</u></b>	<b><u>Detailed cost</u></b>	<b><u>Details of expected expenses</u></b>	
<b>1. Personnel</b>	<b>\$ 222,972</b>			
			Annual Salary	% of Time
	\$ 26,003	Randall Todd, Epi Center Director \$173,351 x 15% = \$26,003	\$ 173,351.57	15%
	\$ 16,148.16	Christina Conti, Preparedness and EMS Program Manager \$100,926 x 16% = \$16,148	\$ 100,926.00	16%
	\$ 83,715	Andrea Esp, Public Health Emergency Response Coordinator \$88,121 x 95% = \$83,715	\$ 88,121.43	95%
	\$ 29,721.00	Jackie Lawson, Office Support Specialist \$59,442 x 50% = \$29,721.00	\$ 59,442.00	50%
	\$ 67,385	Fringe @ 43.31% \$155,587 x 43.31% = \$67,385		
<b>2. Travel</b>	<b>\$ 13,859</b>			
	\$ 500	Regional travel for meetings. Public Health Emergency Response Coordinator and/or Office Support Specialist 2 staff Not to exceed \$500		
	\$ 2,195	Information Exchange at UMC on management of burn patients and pediatric trauma, Las Vegas, NV 1 day, 5 staff, 1 trip To include Airfare, Per Diem, Transportation Not to exceed \$2,195		
	\$ 469	Coalition Partners Meeting (1 in Las Vegas, NV, 3 in Northern NV) 1 day, 1 staff, 1 trip To include Airfare, Per Diem, Transportation Not to exceed \$469		
	\$ 3,414	Coalition Summit Conference, New Orleans, LA 3 days, 3 staff, 1 trip To include Airfare, Hotel, Per Diem, Transportation Not to exceed \$3,414		

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<input checked="" type="checkbox"/> <b>Objective 2: Respond to a Medical Surge</b>		<b>Planned activity(s) for Domain 5 Activity 10</b>	<b>Activity Documentation</b>	<b>Completion Quarter (Q1, Q2, Q3, Q4)</b>
1)	Evaluate if IHCC member hospitals are able to receive, stabilize, and manage pediatric patients.  a. Example: TEEX pediatrics tabletop exercise		Exercise documents	Q4
2)	As identified in BP1 as a need within the region's MCI Plan, expand the burn response.	Response Plan		Q4
3)	Based on the identified items to be revised in BP1, expand on the Ebola concepts off operations plan (CONOPS) to enhance preparedness and response for all infectious disease emergencies that stress the health care delivery system.	Revised Ebola CONOPS		Q4
4)	Continue to include HAI coordinators and quality improvement professionals at the health care facility and jurisdictional levels in coalition activities.	Meeting minutes		Q4
5)	Develop visitor policies for infectious disease emergencies	Visitor policies		Q4
6)	As requested, IHCC will participate in the revision, if any, of the Regional Disaster Behavioral Health Annex.	Meeting minutes		Q4
<b>Output(s) for planned activities in Domain 5 Activity 10:</b>				
1)	AAR/IP			
2)	Response Plan			
3)	Revised Ebola CONOPS			
4)	Visitor Policies			

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**Domain 5 Activity 9: Management of Medical Surge - Develop Alternate Care Systems**

**Statewide Objective: By June 30, 2019 Nevada's four Healthcare Coalitions will coordinate with their local public health jurisdiction to incorporate support of alternate care sites into HCC response plans.**

**Objective 1: Throughout the budget period, IHCC will participate in the planning for alternate care systems.**

**Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)**

**CAPABILITY 3: Continuity of Health Care Service Delivery**

**Objective 6: Plan for Health Care Evacuation and Relocation**

**CAPABILITY 4: Medical Surge**

**Objective 1: Plan for Medical Surge**

**Objective 2: Respond to a Medical Surge**

**Planned activity(s) for Domain 5 Activity 9**

	Planned activity(s) for Domain 5 Activity 9	Activity Documentation	Completion Quarter (Q1, Q2, Q3, Q4)
1)	<p>Based on the information identified in BP1, IHCC will identify a means to support alternate care sites within the region.</p> <p>a. Items to be considered when developing a means to provide support include:</p> <ul style="list-style-type: none"> <li>i. Establishment of telemedicine or virtual medicine capabilities</li> <li>ii. Establishments of assessment and screening for early treatment</li> <li>iii. Provision of medical care at shelters</li> <li>iv. Assisting with the selection and operation of alternate care sites</li> <li>v. Key considerations from the 2017-2022 Health Care Preparedness and Response Capabilities (pg. 50)</li> </ul>	Response Plan	Q4

**Output(s) for planned activities in Domain 5 Activity 9:**

**1) Response Plan**

**Domain 5 Activity 10: Management of Medical Surge - Address specialty surge**

**Statewide Objectives: By June 30, 2019 Nevada's four Healthcare Coalitions will incorporate planning for trauma and large burn injuries and incidents into their HCC Response Plans.**

**Objective 1: By June 2019, IHCC member hospitals will have participated in a medical surge exercise.**

**Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)**

**CAPABILITY 3: Continuity of Health Care Service Delivery**

**Objective 6: Plan for Health Care Evacuation and Relocation**

**CAPABILITY 4: Medical Surge**

**Objective 1: Plan for Medical Surge**

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<b>Domain 5 Activity 7: Management of Medical Surge - Conduct health care facility evacuation planning &amp; execute evacuations</b> <b>Statewide Objective: By June 30, 2019 Nevada's four healthcare coalitions will complete an annual surge test with each core member of the HCC.</b>	
<b>Objective 1: By June 2018, IHCC will have participated in a medical surge exercise.</b> <b>Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)</b> <b>CAPABILITY 3: Continuity of Health Care Service Delivery</b> <input checked="" type="checkbox"/> Objective 6: Plan for Health Care Evacuation and Relocation <b>CAPABILITY 4: Medical Surge</b> <input checked="" type="checkbox"/> Objective 1: Plan for Medical Surge <input checked="" type="checkbox"/> Objective 2: Respond to a Medical Surge	
<b>Output(s) for planned activities in Domain 5 Activity 7:</b> 1) AAR/IP 2) Updated MAEA	
<b>Domain 5 Activity 8: Management of Medical Surge - Address emergency department &amp; inpatient surge</b> <b>Statewide Objective: By June 30, 2019 will complete a Crisis Standards of Care (CSC) workshop in coordination with each Healthcare Coalition.</b>	
<b>Objective 1: By March 31, 2018, IHCC will have participated in a medical surge exercise.</b> <b>Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)</b> <b>CAPABILITY 3: Continuity of Health Care Service Delivery</b> <input checked="" type="checkbox"/> Objective 6: Plan for Health Care Evacuation and Relocation <b>CAPABILITY 4: Medical Surge</b> <input checked="" type="checkbox"/> Objective 1: Plan for Medical Surge <input checked="" type="checkbox"/> Objective 2: Respond to a Medical Surge	<b>Completion Quarter</b> (Q1, Q2, Q3, Q4)  Q4
<b>Output(s) for planned activities in Domain 5 Activity 8:</b> 1) AAR/IP	

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1) Continue to serve as a planning resource and subject matter expert, as appropriate, during the revision of mass shelter plans and medical care at shelter sites.	Meeting minutes	Q4
<b>Output(s) for planned activities in Domain 5 Activity 4:</b>		
1) Input for PHEP		
<b>Domain 5 Activity 5: Management of Public Health Surge - Address surge needs</b>		
<p><b>Objective 1: Throughout the budget period, IHCC will serve as planning resources and subject matter experts during family reunification to WCHD PHEP partners.</b></p> <p>Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)</p> <p><b>CAPABILITY 3: Continuity of Health Care Service Delivery</b></p> <p><input checked="" type="checkbox"/> <b>Objective 6: Plan for Health Care Evacuation and Relocation</b></p> <p><b>CAPABILITY 4: Medical Surge</b></p> <p><input checked="" type="checkbox"/> <b>Objective 1: Plan for Medical Surge</b></p> <p><input type="checkbox"/> <b>Objective 2: Respond to a Medical Surge</b></p>		
Planned activity(s) for Domain 5 Activity 5	Activity Documentation	Completion Quarter (Q1, Q2, Q3, Q4)
1) Continue to serve as a subject matter expert, as requested, for family reunification planning efforts.	Meeting minutes	Q4
<b>Output(s) for planned activities in Domain 5 Activity 5:</b>		
1) Preparedness Plan		
<b>Domain 5 Activity 6: Management of Public Health Surge - Coordinate Volunteers</b>		
<p><b>Objective 1: Throughout Budget period, IHCC, in collaboration with WCHD, will promote the management of volunteers in the hospitals and other health care settings.</b></p> <p>Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)</p> <p><b>CAPABILITY 3: Continuity of Health Care Service Delivery</b></p> <p><input type="checkbox"/> <b>Objective 6: Plan for Health Care Evacuation and Relocation</b></p> <p><b>CAPABILITY 4: Medical Surge</b></p> <p><input checked="" type="checkbox"/> <b>Objective 1: Plan for Medical Surge</b></p> <p><input checked="" type="checkbox"/> <b>Objective 2: Respond to a Medical Surge</b></p>		
Planned activity(s) for Domain 5 Activity 6	Activity Documentation	Completion Quarter (Q1, Q2, Q3, Q4)
1) Promote the management of volunteers in the hospitals and other health care settings through IHCC meetings.	Meeting minutes	Q4
<b>Output(s) for planned activities in Domain 5 Activity 6:</b>		
1) Continued promotion of volunteers as documented in IHCC meeting minutes		

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1) IHCC will be available as subject matter experts for PHEP partners for planning relating to preventing or mitigating injuries and fatalities.	Meeting minutes	Q4
2) IHCC will be available, as requested, to serve as a planning resource and subject matter expert to PHEP awardees and public agencies as they develop mass shelters.	Meeting minutes	Q4
<b>Output(s) for planned activities in Domain 5 Activity 2:</b>		
1) Input for PHEP		
<b>Domain 5 Activity 3: Specialty Surge including: pediatrics, chemical/ radiation, burn/ trauma, behavioral health, &amp; highly infectious diseases</b>		
<b>Objective 1: Throughout BP1 Supplement, IHCC, in collaboration with WCHD, will continue to incorporate pediatrics, chemical or radiation, burn and trauma, behavioral health, and infectious disease into response plans.</b>		
Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)		
CAPABILITY 3: Continuity of Health Care Service Delivery		
<input type="checkbox"/> Objective 6: Plan for Health Care Evacuation and Relocation		
<b>CAPABILITY 4: Medical Surge</b>		
<input checked="" type="checkbox"/> Objective 1: Plan for Medical Surge		
<input type="checkbox"/> Objective 2: Respond to a Medical Surge		
<b>Planned activity(s) for Domain 5 Activity 3</b>		
1) As identified in BP1, IHCC will collaborate to enhance burn response capability within the region.	Meeting minutes	Q4
2) IHCC will include CRC plans in their response plan.	Response Plan	Q4
<b>Output(s) for planned activities in Domain 5 Activity 3:</b>		
1) Response Plan		
<b>Domain 5 Activity 4: Management of Public Health Surge - Address mass care needs</b>		
<b>Objective 1: Throughout BP1 IHCC will serve as a planning resource and subject matter expert, to WCHD or community partners, during the revision of mass shelter plans and medical care at shelter sites.</b>		
Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)		
CAPABILITY 3: Continuity of Health Care Service Delivery		
<input type="checkbox"/> Objective 6: Plan for Health Care Evacuation and Relocation		
<b>CAPABILITY 4: Medical Surge</b>		
<input checked="" type="checkbox"/> Objective 1: Plan for Medical Surge		
<input checked="" type="checkbox"/> Objective 2: Respond to a Medical Surge		
<b>Planned activity(s) for Domain 5 Activity 4</b>		
<b>Activity Documentation</b>		
Completion Quarter (Q1, Q2, Q3, Q4)		

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## DOMAIN 5: HPP STRENGTHEN SURGE MANAGEMENT

Planned Activity Type:  Build  Sustain  Scale Back  No Planned Activity

### Domain 5 Activity 1: Address Mass Care Needs

**Objective 1:** *Throughout BP1 Supplement, IHCC will be available to assist, as appropriate or requested by WCHD, in addressing health issues by those in congregate locations.*

**Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)**

**CAPABILITY 3: Continuity of Health Care Service Delivery**

Objective 6: Plan for Health Care Evacuation and Relocation

**CAPABILITY 4: Medical Surge**

Objective 1: Plan for Medical Surge

Objective 2: Respond to a Medical Surge

Planned activity(s) for Domain 5 Activity 1	Activity Documentation	Completion Quarter
1) Serve as subject matter experts to PHEP awardees, as requested, on the health care needs of those impacted by an incident at a congregate location.	Meeting minutes	Q4
2) As identified or requested, coordinate with community partner responsible for mass care (ESF-6), as identified in BP1, to integrate the inclusion of medical care into shelter operations.	Meeting minutes	Q4

Output(s) for planned activities in Domain 5 Activity 1:

1) Input for PHEP

### Domain 5 Activity 2: Prevent / Mitigate, Injuries & Fatalities

**Objective 1:** *Throughout BP1 Supplement, IHCC will be available to increase coordination with WCHD PHEP partners to ensure the proper tracking, transportation, handling, and storage of human remains.*

**Objective 2:** *Throughout BP1 Supplement, IHCC will be available to increase coordination with WCHD PHEP partners to ensure access to mental and behavioral health services for responders and families impacted by an incident.*

**Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)**

**CAPABILITY 3: Continuity of Health Care Service Delivery**

Objective 6: Plan for Health Care Evacuation and Relocation

**CAPABILITY 4: Medical Surge**

Objective 1: Plan for Medical Surge

Objective 2: Respond to a Medical Surge

Planned activity(s) for Domain 5 Activity 2	Activity Documentation	Completion Quarter
		(Q1, Q2, Q3, Q4)

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Planned activity(s) for Domain 4 Activity 2	Activity Documentation	Completion Quarter (Q1, Q2, Q3, Q4)
1) IHCC will review previously identified equipment, trainings and resources necessary to protect responders, employees and their families from hazards during response and recovery operations.	Meeting minutes	Q3
2) Through the resource and gap analysis, identify the top three equipment, trainings and resources needs for IHCC members.	Meeting minutes	Q3
<b>Output(s) for planned activities in Domain 4 Activity 2:</b>		
1) List of equipment, training, and resources		

## DOMAIN 4: HPP STRENGTHEN COUNTERMEASURES & MITIGATION

Planned Activity Type:  Build  Sustain  Scale Back  No Planned Activity

### Domain 4 Activity 1: Manage Access to and Administration of Pharmaceutical & Non-pharmaceutical Interventions

**Objective 1:** *Throughout BP1 Supplement, IHCC, in collaboration with WCHD, will continue the Supply Chain Subcommittee.*

**Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)**

**CAPABILITY 1: Foundation for Health Care Readiness & Medical Readiness**

Objective 2: Identify Risk and Needs

**CAPABILITY 3: Continuity of Health Care Service Delivery**

**Objective 3: Maintain Access to Non-Personnel Resources during an Event**

**Objective 5: Protect Responders' Safety and Health**

Planned activity(s) for Domain 4 Activity 1	Activity Documentation	Completion Quarter (Q1, Q2, Q3, Q4)
1) Promote IHCC involvement in PODS (joint activity with PHEP)	Meeting minutes	Q2
2) IHCC will continue the Supply Chain Subcommittee.	Meeting minutes	Q4
3) Continue to review strategies for acquisition, storage, rotation with day-to-day supplies in regards to purchasing pharmaceuticals and identify strategies for other medical material.	Meeting minutes	Q4
4) IHCC will complete the resource and gap analysis to continue assessing the integrity assessment to evaluate equipment and supply needs that will be in demand during an emergency. The results from the analysis will be given to the Supply Chain Subcommittee to further support efforts.	Resource and gap analysis	Q3
5) Review and revise if necessary the inventory tracking policy.	Meeting minutes	Q4
6) Review and revise if necessary the policy for activity stockpiles purchased by IHCC develop during BP1.	Meeting minutes	Q4

### Output(s) for planned activities in Domain 4 Activity 1:

1) Resource and gap analysis

### Domain 4 Activity 2: Ensure Safety & Health of Responders

**Objective 1:** *By February 28, 2019, IHCC will identify the top three equipment, trainings, and resources necessary to protect responders, employees, and their families from hazards during response and recovery operations.*

**Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)**

**CAPABILITY 1: Foundation for Health Care Readiness & Medical Readiness**

Objective 2: Identify Risk and Needs

**CAPABILITY 3: Continuity of Health Care Service Delivery**

**Objective 3: Maintain Access to Non-Personnel Resources during an Event**

**Objective 5: Protect Responders' Safety and Health**

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**Objective 3: Coordinate Response Strategy, Resources and Communications**

Planned activity(s) for Domain 3 Activity 2	Activity Documentation	Completion Quarter (Q1, Q2, Q3, Q4)
1) IHCC will continue to assist those members without the capability to alert and notify staff, patients and visitors during an emergency, if requested.	Request for assistance	Q4
2) Ensure multiple IHCC members, as deemed appropriate, understand and have access to the coalition's information sharing systems/platforms.	User information to platforms	Q4
3) Incorporate IHCC Communication Plan into the Response Plan.	Response Plan	Q4
<b>Output(s) for planned activities in Domain 3 Activity 2:</b>		
1) Response Plan		
<b>Domain 3 Activity 3: Conduct External Communication with the Public</b>		
<b>Statewide Objective: By June 30, 2019 Nevada's four Healthcare Coalitions will be incorporated into jurisdictional Joint Information Center (JIC) activities.</b>		
<i>Objective 1: Throughout BP1 Supplement, IHCC will collaborate with the jurisdictional JIC and WCHD to increase the ability to disseminate information to the community using one voice.</i>		
<b>Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)</b>		
<b>CAPABILITY 2: Health Care &amp; Medical Response Coordination</b>		
<input checked="" type="checkbox"/> Objective 2: Develop Information sharing processes and platforms		
<input checked="" type="checkbox"/> Objective 3: Coordinate Response Strategy, Resources and Communications		
Planned activity(s) for Domain 3 Activity 3	Activity Documentation	Completion Quarter (Q1, Q2, Q3, Q4)
1) Continue to collaborate with JIC, as appropriate, to determine type of information that will be disseminated to the public ensure information is accurate and consistent.	Meeting minutes	Q4
<b>Output(s) for planned activities in Domain 3 Activity 3:</b>		
1) Updated EEI		

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## DOMAIN 3: HPP STRENGTHEN INFORMATION MANAGEMENT

Planned Activity Type:  Build  Sustain  Scale Back  No Planned Activity

### Domain 3 Activity 1: Share Situational Awareness Across the Health Care & Public Health Systems

**Statewide Objective: By June 30, 2019 Nevada's four Healthcare Coalitions will have incorporated communication systems with established situational awareness protocols into coalition response plans.**

**Objective 1: Throughout BP1 Supplement, IHCC, in collaboration with WCHD, will increase situational awareness through its ability to access and share pertinent emergency information.**

**Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)**

**CAPABILITY 2: Health Care & Medical Response Coordination**

Objective 2: Develop Information sharing processes and platforms

Objective 3: Coordinate Response Strategy, Resources and Communications

Planned activity(s) for Domain 3 Activity 1	Activity Documentation	Completion Quarter (Q1, Q2, Q3, Q4)
1) IHCC will continue to provide training, as requested, and promote the coalition EEI collection form to provide situational awareness during emergencies.	Meeting minutes	Q4
2) IHCC members will sign the coalition's MOU, an annual requirement, which states they will participate in situational awareness activities.	Meeting minutes	Q3
3) IHCC will continue to ensure that the coalition is able to access and collect timely, relevant, and actionable information about their members during emergencies.	EEI Collection Form	Q4
4) As appropriate, IHCC will continue to share pertinent emergency information with IHCC members, the ESF-8 lead agency and other stakeholders.	Meeting Minutes	Q4
5) Participate in weekly Washoe County Amateur Radio Emergency Services Hospital Net.	Net Control Log	Q4
6) Conduct two redundant communication drills.	Exercise documents	Q4
7) Keep VESTA updated for redundant communications.	Calendar appointments	Q4

### Output(s) for planned activities in Domain 3 Activity 1:

- 1) EEI Collection Form
- 2) Exercise Documents

### Domain 3 Activity 2: Share Emergency Information & Warnings Across Disciplines & Jurisdictions & HCCs & their Members

**Objective 1: Throughout BP1 Supplement, the IHCC and WCHD Medical Unit Leader will have the ability to effectively coordinate information during emergencies.**

**Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)**

**CAPABILITY 2: Health Care & Medical Response Coordination**

Objective 2: Develop Information sharing processes and platforms

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<ul style="list-style-type: none"> <li>Communication and IT platforms and redundancies for information sharing,</li> <li>Support and mutual aid agreements,</li> <li>Evacuation and relocation processes, and</li> <li>Activation and notification processes for initiation and implementing medical surge response coordination.</li> </ul> <p>2) IHCC will participate in local pre-emergency recovery planning activities, as requested.</p> <p>3) IHCC will develop a draft Continuity of Operations Plan that includes that following components:</p> <ol style="list-style-type: none"> <li>Activation and response functions,</li> <li>Multiple points of contact for each HCC member,</li> <li>Orders of succession and delegations of authority for leadership continuity,</li> <li>Immediate actions and assessments to be performed in case of disruptions,</li> <li>Safety assessment and resource inventory to determine whether or not the coalition can continue to operate,</li> <li>Redundant, replacement, or supplemental resources, including communication systems, and</li> <li>Strategies and priorities for addressing disruptions to mission critical systems that include but not limited to electricity, water, and medical gases.</li> </ol>	<p>Meeting minutes</p> <p>Meeting minutes</p>	<p>Q4</p> <p>Q4</p>
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**Output(s) for planned activities in Domain 2 Activity 4:**

- 1) Response plan
- 2) Continuity of Operations draft plan

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Planned activity(s) for Domain 2 Activity 3	Activity Documentation	Completion Quarter (Q1, Q2, Q3, Q4)
1) Ensure IHCC leadership receives NIMS training based on evaluation of existing NIMS education.	Training information	Q4
2) Continue to promote NIMS training opportunities.	Agendas, training information	Q4
3) Assist IHCC members, as requested, with incorporating NIMS components into their emergency operations plans.	Request for assistance	Q4
<b>Output(s) for planned activities in Domain 2 Activity 3:</b>		
1) Identified and promoted trainings		
<b>Domain 2 Activity 4: Ensure HCC Integration &amp; Collaboration with ESF-8</b>		
<b>Statewide Objective: By June 30, 2019 Nevada's four Healthcare Coalitions will integrate with their jurisdictional ESF-8 in coordinating all-hazards response plans.</b>		
<b>Objective 1: By December 2018, IHCC, in collaboration with WCHD, will approve and adopt a response and continuity of operations plan.</b>		
<b>Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)</b>		
<b>CAPABILITY 1: Foundation for Health Care &amp; Medical Readiness</b>		
<input type="checkbox"/> Objective 4: Train and Prepare the Health Care and Medical Workforce		
<b>CAPABILITY 2: Health Care and Medical Response Coordination</b>		
<input checked="" type="checkbox"/> Objective 1: Develop Coordinated Response Plans		
<input checked="" type="checkbox"/> Objective 3: Coordinate Response Strategy, Resources and Communications		
<b>CAPABILITY 3: Continuity of Health Care Service Delivery</b>		
<input checked="" type="checkbox"/> Objective 2: Plan for Continuity of Operations		
<input checked="" type="checkbox"/> Objective 7: Coordinate Health Care System Recovery		
Planned activity(s) for Domain 2 Activity 4	Activity Documentation	Completion Quarter (Q1, Q2, Q3, Q4)
1) Develop a response plan that includes the following components:	Meeting minutes	Q2
<ul style="list-style-type: none"> <li>• Individual IHCC member organization and IHCC contact information,</li> <li>• Locations that may be used for multiagency coordination,</li> <li>• Process for multiagency coordination if location is virtual,</li> <li>• A brief summary of each individual member's resources and responsibilities,</li> <li>• Integration with appropriate ESF-8 lead agency,</li> <li>• Emergency activation thresholds and processes,</li> <li>• Alert and notification procedures,</li> <li>• EEIs agreed to be shared, including information format,</li> </ul>		

## DOMAIN 2: HPP STRENGTHEN INCIDENT MANAGEMENT

Planned Activity Type:  Build  Sustain  Scale Back  No Planned Activity

### Domain 2 Activity 1: Coordinate Emergency Operations

**Statewide Objective:** Nevada's four Healthcare Coalitions will strengthen incident management capabilities by integrating HCC preparedness plans completed in BP1 into jurisdictional all-hazard response plans by June 30, 2019.

**Objective 1:** By October 2018, IHCC, in collaboration with WCHD, will identify a plan to share EEIs with its members.

**Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)**

**CAPABILITY 1 Foundation for Health Care & Medical Readiness**

Objective 4: Train and Prepare the Health Care and Medical Workforce

**CAPABILITY 2 Health Care and Medical Response Coordination**

Objective 1: Develop Coordinated Response Plans

Objective 3: Coordinate Response Strategy, Resources and Communications

**CAPABILITY 3 Continuity of Health Care Service Delivery**

Objective 2: Plan for Continuity of Operations

Objective 7: Coordinate Health Care System Recovery

Planned activity(s) for Domain 2 Activity 1	Activity Documentation	Completion Quarter (Q1, Q2, Q3, Q4)
1) IHCC will be prepared to engage, if necessary, when one or more health care organizations have lost capacity or ability to provide patient care or when a disruption to a health care organization requires evacuation.	Meeting minutes	<input checked="" type="checkbox"/> Q4
2) Develop a draft plan to share EEIs by the end of BP2.	Meeting minutes	<input type="checkbox"/> Q2
<b>Output(s) for planned activities in Domain 2 Activity 1:</b>		
1) IHCC Response Plan		
<b>Domain 2 Activity 3: Establish Incident Command Structures for Health Care Organizations &amp; HCC</b>		
<b>Objective 1: Throughout BP1 Supplement, IHCC will promote NIMS training opportunities and guidance as appropriate.</b>		
<b>Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)</b>		
<b>CAPABILITY 1: Foundation for Health Care &amp; Medical Readiness</b>		
<input checked="" type="checkbox"/> Objective 4: Train and Prepare the Health Care and Medical Workforce		
<b>CAPABILITY 2: Health Care and Medical Response Coordination</b>		
<input checked="" type="checkbox"/> Objective 1: Develop Coordinated Response Plans		
<input checked="" type="checkbox"/> Objective 3: Coordinate Response Strategy, Resources and Communications		
<b>CAPABILITY 3: Continuity of Health Care Service Delivery</b>		
<input checked="" type="checkbox"/> Objective 2: Plan for Continuity of Operations		
<input checked="" type="checkbox"/> Objective 7: Coordinate Health Care System Recovery		

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5) Continue to engage with clinicians from Northern Nevada Infection Control Workgroup.	Meeting Control	Meeting minutes, emails	Q4
6) Offer IHC members technical assistance in meeting the CMS Emergency Preparedness Rule: Medicare and Medicaid Participating Providers and Suppliers.		Meeting minutes, calendar appointments	Q4
7) Continue to promote health care executives' engagement in debriefs related to exercises, planned events, and real incidents.		Meeting minutes	Q4
<b>Output(s) for planned activities in Domain 1 Activity 4:</b>			
1) Meeting attendance			

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Output(s) for planned activities in Domain 1 Activity 3:	Completion Quarter (Q1, Q2, Q3, Q4)
8) In partnership with home health and hospice, coordinate with community partner responsible for mass care (ESF-6), as identified in BP1, to identify how home health and hospice workers integrate into shelter operations.	Q4
9) Continue to identify health care delivery support agencies for AFN populations (pre- and -post-event) that can prevent stress on hospitals during an emergency.	Agency information
<b>Domain 1 Activity 4: Engage Communities &amp; Health Care Systems</b>	
<b>Objective 1: Throughout BP1 Supplement, WCHD, on behalf of IHCC, will continue to engage the community and health care partners.</b>	
<b>Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)</b>	
<b>CAPABILITY 1: Foundation for Health Care &amp; Medical Readiness</b>	
<input checked="" type="checkbox"/> <input type="checkbox"/> Objective 1: Establish a Health Care Coalition	
<input type="checkbox"/> <input checked="" type="checkbox"/> Objective 2: Identify Risk and Needs	
<input type="checkbox"/> <input checked="" type="checkbox"/> Objective 3: Develop an HCC Preparedness Work plan	
<input checked="" type="checkbox"/> <input type="checkbox"/> Objective 4: Train and Prepare the Health Care and Medical Workforce	
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Objective 5: Ensure Preparedness is Sustainable	
Planned activity(s) for Domain 1 Activity 4	Completion Quarter (Q1, Q2, Q3, Q4)
1) Local health department continued participation in the coalition.	Q4
2) Continue to review and discuss the coalitions means to increase sustainability	Q4
3) Revise, as appropriate, marketing materials to continue to share the benefits of IHCC activities to members and additional stakeholders to promote IHCC preparedness efforts.	Q4
4) Continue to reach out and engage champions among IHCC members and other response organizations to promote IHCC preparedness efforts to health care executives, clinicians, community leaders, and others as deemed appropriate.	Q4
a. Examples of organizations to reach out to include: Nevada Chapter of American Academy of Pediatrics; Nevada System of Higher Education, Washoe County Medical Society, Nevada Nurses Association, Northern Nevada Emergency Physicians.	

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Domain 1 Activity 3: Characterize Populations at Risk	
<b>Statewide Objective: By June 30, 2019 each of Nevada's four Healthcare Coalitions will have systems in place for healthcare delivery to Access and Functional Needs populations during disasters.</b>	
<b>Objective 1: Every six months, starting July 2018, WCHD will identify for IHCC existing data sources and de-identified data from emPOWER and use for all-inclusive planning.</b>	
<b>Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)</b>	
<b>CAPABILITY 1: Foundation for Health Care &amp; Medical Readiness</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Objective 1: Establish a Health Care Coalition</b></li> <li><input checked="" type="checkbox"/> <b>Objective 2: Identify Risk and Needs</b></li> <li><input checked="" type="checkbox"/> <b>Objective 3: Develop an HCC Preparedness Work plan</b></li> <li><input checked="" type="checkbox"/> <b>Objective 4: Train and Prepare the Health Care and Medical Workforce</b></li> <li><input checked="" type="checkbox"/> <b>Objective 5: Ensure Preparedness is Sustainable</b></li> </ul>	<b>Planned activity(s) for Domain 1 Activity 3</b>
	<b>Activity Documentation</b>
1) Continue to include risk planning for the whole community in coalition planning. <ul style="list-style-type: none"> <li>• Example: Utilization of the Agency for Toxic Substances and Disease Registry Social Vulnerability Index.</li> </ul>	Meeting minutes
2) Obtain de-identified data from emPOWER (once every 6 months). <ul style="list-style-type: none"> <li>• Obtain in September for the revision of the IHCC Preparedness Planning Guidelines</li> <li>• Obtain in January for the grant planning purposes</li> </ul>	De-identified data
3) Identify existing IT tools that can help identify children, seniors, pregnant women, people with disabilities, and other unique needs.	Meeting minutes
4) Continue to work with home health agencies to educate and prepare their client to remain in their residences during certain emergencies.	Meeting minutes
5) Continue to work with homes for individual residential facilities to educate and prepare their client how to prepare for emergencies.	Meeting minutes
6) Continue to work with Adult Day Care agencies to educate and prepare their client on how to prepare for emergencies.	Meeting minutes
7) As requested, work with organizations that work with at risk populations to prepare for emergencies. <ul style="list-style-type: none"> <li>• Examples: exercise with ambulatory surgical centers or federally qualified health centers.</li> </ul>	Meeting minutes

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7) Develop IHCC annual evaluation for members.	Annual evaluation	Q3
8) Coalition members to complete the coalition resource and gap analysis, adopted and modified from ASPR TRACIE Healthcare Coalition Resource and Gap Analysis Tool during BP1.	Agenda, meeting minutes, Coalition resource and gap analysis	Q2
9) Maintain a collaborative partnership with a variety of stakeholders to ensure the community has: <ul style="list-style-type: none"> <li>a. Medical equipment and supplies,</li> <li>b. Real-time information,</li> <li>c. Communication systems, and</li> <li>d. Trained and educated health care personnel to respond to an emergency.</li> </ul>	Agenda, meeting minutes	Q4
<b>Output(s) for planned activities in Domain 1 Activity 1:</b>		
1) Bylaws (if necessary) 2) IHCC Preparedness Plan - updated 3) Coalition resource and gap analysis 4) POC forms		
<b>Domain 1 Activity 2: Characterize Probable Risk of the Jurisdiction &amp; the HCC</b>		
<b>Statewide Objective: By June 30, 2019 Healthcare Coalitions throughout Nevada will have established systems for tracking resources with state and local partners.</b>		
<b>Objective 1: By June 30, 2019, the IHCC, with leadership from WCHD, will complete a Hazard Vulnerability Assessment (HVA) and resource assessment.</b>		
<b>Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)</b>		
<b>CAPABILITY 1: Foundation for Health Care &amp; Medical Readiness</b>		
<input type="checkbox"/> Objective 1: Establish a Health Care Coalition <input checked="" type="checkbox"/> Objective 2: Identify Risk and Needs <input checked="" type="checkbox"/> Objective 3: Develop an HCC Preparedness Work plan <input type="checkbox"/> Objective 4: Train and Prepare the Health Care and Medical Workforce <input type="checkbox"/> Objective 5: Ensure Preparedness is Sustainable		
<b>Planned activity(s) for Domain 1 Activity 2</b>		<b>Completion Quarter (Q1, Q2, Q3, Q4)</b>
1) Complete annual IHCC HVA. 2) Develop identified mechanism from BP1 to track and share resource information and share with coalition members.		HVA Meeting minutes
<b>Output(s) for planned activities in Domain 1 Activity 2:</b>		
1) IHCC HVA 2) Mechanism for track and share resource information		

Exhibit 1 to Section B

HD 16577

Washoe County Health District (WCHD)  
ASPR Hospital Preparedness Program (HPP)

Detailed Work Plan

July 1, 2018 through June 30, 2019 (BP1 Supplemental)

**DOMAIN 1: HPP STRENGTHEN COMMUNITY RESILIENCE**

Planned Activity Type:  Build  Sustain  Scale Back  No Planned Activity

**Domain 1 Activity 1: Partner with Stakeholders by Developing & Maturing Health Care Coalitions (HCC)**

*Objective 1: Throughout the budget period, the Inter-Hospital Coordinating Council (IHCC), in collaboration with WCHD, will maintain the requirements of a mature coalition as outlined in the FOA.*

**Check ALL Objectives that are used to guide your Planned Activities. (Select all that apply)**

**CAPABILITY 1: Foundation for Health Care & Medical Readiness**

Objective 1: Establish a Health Care Coalition

Objective 2: Identify Risk and Needs

Objective 3: Develop an HCC Preparedness Work plan

Objective 4: Train and Prepare the Health Care and Medical Workforce

Objective 5: Ensure Preparedness is Sustainable

Planned activity(s) for Domain 1 Activity 1	Activity Documentation	Completion Quarter (Q1, Q2, Q3, Q4)
1) Review and revise, if necessary, IHCC bylaws.	Agenda, meeting minutes	Q2
2) Maintain core membership as outlined in the bylaws.	Attendance log and meeting minutes	Q4
3) Update point-of-contact (POC) forms quarterly	POC forms	Q4
a. Hospitals, home health, hospice, dialysis, skilled nursing, memory care, homes for individual residential facilities (new), adult day care (new)		
4) Review and revise the IHCC Preparedness Planning Guidelines.	Agendas, meeting minutes	Q3
a. Review guidelines		
b. Update with annual HVA information		
c. Update with annual coalition resource and gap analysis information	Tracking sheet	Q4
5) Track IHCC's 2018 and 2019 goals, objectives and activities.	Meeting minutes, tracking sheet	Q4
6) Coordinate IHCC's 2018 and 2019 goals, objectives and activities.		

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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). Within nine (9) months of the close of your organization's fiscal year, you **must** submit a copy of the final audit report to division. **Electronic copies are preferred and can be sent to** [contractunit@health.nv.gov](mailto:contractunit@health.nv.gov). Mail hard copies to the following address:

**Nevada State Division of Public and Behavioral Health**  
**Attn: Contract Unit**  
**4150 Technology Way, Suite 300**  
**Carson City, NV 89706-2009**

2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year?
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?

YES  NO

June 30, 2019  
Washoe County Health District  
Annually  
FY18 in progress  
7/1/18 - 6/30/19  
Eide Bailly

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 Division.

Name	Services
------	----------

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

**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 Division of Public and Behavioral Health**

---

Hereinafter referred to as the "Covered Entity"

and

**Washoe County Health District**

---

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 Division 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.

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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.
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

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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 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.

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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).

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**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.
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

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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.**

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SECTION H

Matching Funds Agreement

This Matching Funds Agreement is entered into between the Nevada Division of Public and Behavioral Health (referred to as "Division") and Washoe County Health District (referred to as "Subrecipient").

<b>Program Name</b>	Public Health Preparedness	<b>Subrecipient Name</b>	Washoe County Health District (WCHD)
<b>Federal Grant Number</b>	6 NU90TP921907-01-04	<b>Subaward Number</b>	16577
<b>Federal Award</b>	\$365,687.00	<b>Contact Name</b>	
<b>Non-Federal (Match) Amount</b>	\$36,568.70	<b>Address</b>	1001 East Ninth Street / PO Box 11130 Reno, Nevada 89520
<b>Total Federal and Non Federal Contribution</b>	\$402,255.70		
<b>Performance Period</b>	July 1, 2018 to June 30, 2019		

Under the terms and conditions of this Agreement, the Subrecipient agrees to complete the Project as described in the Description of Services, Scope of Work and Deliverables. Non-Federal (Match) funding will be required to be documented on the Monthly Financial Status and Request for Funds Request form and will be verified during subrecipient monitoring.

This subaward is subject to the requirements (federal, state financial and program assurances) established by the federal government, the State of Nevada and the Division as well as any local code, ordinances and policy. This subaward is subject to the availability of funding. Special Conditions: This project is approved subject to the conditions and limitations set forth on the following pages(s): Section A-Assurances and Certifications; Section B- Description of Services, Scope of Work and Deliverables; Section C- Budget and Financial Reporting Requirements; Section E- Audit Information Request; Section F- Current and Former State Employee Disclaimer; and Section G- Business Associate Addendum.

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

