

**Nevada Clinical Services, Inc. ("NCS")**

**NOTICE OF GRANT AWARD AND AGREEMENT**

<b><u>Grantee Name:</u></b> Washoe County Human Services Agency	<b><u>Grantee Address:</u></b> 350 S Center St Reno, NV 89501																																
<b><u>Program Name:</u></b> Hunger Intervention Services																																	
<b><u>Initial Grant Term:</u></b> July 1, 2021 - June 30, 2022	<b><u>Grantee's:</u></b> <b>EIN:</b> <b>NCS Contract #: 212257</b> <b>Dun &amp; Bradstreet:</b>																																
<b><u>Purpose of Award:</u></b> Increase food security in Washoe County through food assistance and case management.																																	
<b><u>Region(s) to be served:</u></b> <input type="checkbox"/> Statewide <input checked="" type="checkbox"/> Specific county or counties: <u>Washoe</u>																																	
<b><u>Approved Budget Categories:</u></b> <table style="width:100%; border-collapse: collapse;"> <tr><td style="width:5%;">1.</td><td style="width:85%;">Personnel</td><td style="width:10%; text-align: right;">\$</td><td style="width:10%; text-align: right;"><u>0</u></td></tr> <tr><td>2.</td><td>Travel</td><td style="text-align: right;">\$</td><td style="text-align: right;"><u>0</u></td></tr> <tr><td>3.</td><td>Equipment</td><td style="text-align: right;">\$</td><td style="text-align: right;"><u>0</u></td></tr> <tr><td>4.</td><td>Operating</td><td style="text-align: right;">\$</td><td style="text-align: right;"><u>231,274</u></td></tr> <tr><td>5.</td><td>Contractual/Consultant</td><td style="text-align: right;">\$</td><td style="text-align: right;"><u>0</u></td></tr> <tr><td>6.</td><td>Other</td><td style="text-align: right;">\$</td><td style="text-align: right;"><u>0</u></td></tr> <tr><td>7.</td><td>Administrative/Indirect</td><td style="text-align: right;">\$</td><td style="text-align: right;"><u>0</u></td></tr> <tr><td colspan="2" style="text-align: right;"><b>Total Cost:</b></td><td style="text-align: right;"><b>\$</b></td><td style="text-align: right;"><b><u>231,274</u></b></td></tr> </table>	1.	Personnel	\$	<u>0</u>	2.	Travel	\$	<u>0</u>	3.	Equipment	\$	<u>0</u>	4.	Operating	\$	<u>231,274</u>	5.	Contractual/Consultant	\$	<u>0</u>	6.	Other	\$	<u>0</u>	7.	Administrative/Indirect	\$	<u>0</u>	<b>Total Cost:</b>		<b>\$</b>	<b><u>231,274</u></b>	<b><u>Disbursement of funds will be as follows:</u></b> Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this grant</i> . Total reimbursement will not exceed <b>\$231,274 over the duration of the Initial Grant Term</b> . NCS has designated Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("Manager") to provide professional services to assist NCS in administering and managing this Grant Agreement.
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<b>Total Cost:</b>		<b>\$</b>	<b><u>231,274</u></b>																														
<b><u>Terms and Conditions:</u></b> <b>In accepting these grant funds, it is understood that:</b> <ol style="list-style-type: none"> <li>Expenditures must comply with applicable law;</li> <li>The recipient of these funds agrees to stipulations listed in the incorporated documents;</li> <li>NCS may extend the term of this Grant Agreement for an additional 12-month term ("Renewal Grant Term") at the same terms and conditions upon written notification to the Grantee; and</li> <li>NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("DPBH") upon seven (7) days' written notice to Grantee. Any such assignment shall release NCS from any and all future obligations</li> </ol>																																	
<b><u>Incorporated Documents:</u></b> <table style="width:100%; border-collapse: collapse;"> <tr><td style="width:20%;">Section A:</td><td>Assurances</td></tr> <tr><td>Section B:</td><td>Description of Services, Scope of Work and Deliverables</td></tr> <tr><td>Section C:</td><td>Budget and Financial Reporting Requirements</td></tr> <tr><td>Section D:</td><td>Request for Reimbursement</td></tr> <tr><td>Section E:</td><td>Audit Information Request</td></tr> <tr><td>Section F:</td><td>NCS Business Associate Addendum</td></tr> <tr><td>Section G:</td><td>Quarterly Program Activity Tracking and Evaluation</td></tr> <tr><td>Section H:</td><td>Annual Work Plan</td></tr> <tr><td>Section I:</td><td>Staff Certification</td></tr> <tr><td>Section J:</td><td>Assignment</td></tr> </table>		Section A:	Assurances	Section B:	Description of Services, Scope of Work and Deliverables	Section C:	Budget and Financial Reporting Requirements	Section D:	Request for Reimbursement	Section E:	Audit Information Request	Section F:	NCS Business Associate Addendum	Section G:	Quarterly Program Activity Tracking and Evaluation	Section H:	Annual Work Plan	Section I:	Staff Certification	Section J:	Assignment												
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<b>Name:</b> _____ <b>Title:</b> _____	<b>Signature</b>	<b>Date</b>																															
<b>Karla Perez</b> <b>Secretary, NCS</b>																																	

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**SECTION A**

**Assurances**

As a condition of receiving grant funds from NCS, the Grantee agrees to the following conditions:

1. Grant funds may not be used for other than the awarded purpose. In the event Grantee expenditures do not comply with this condition, that portion not in compliance must be refunded to NCS.
2. To submit reimbursement requests only for expenditures approved in the spending plan. Any additional expenditure beyond what is allowable based on approved categorical budget amounts, without prior written approval by NCS, may result in denial of reimbursement.
3. Approval of the grant budget by NCS constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Unless otherwise stated in the Scope of Work the transfer of funds between budgeted categories without written prior approval from NCS is not allowed under the terms of this grant. Requests to revise approved budget amounts must be made in writing and provide sufficient narrative detail to determine justification.
4. Recipients of grants are required to maintain grant accounting records, identifiable by NCS Grant number. Such records shall be maintained in accordance with the following:
  - a. Records may be destroyed not less than three years (unless otherwise stipulated) after the final report has been submitted if written approval has been requested and received from NCS, either directly or through its Manager. Records may be destroyed by Grantee five (5) calendar years after final financial and narrative reports have been submitted to NCS, through Manager.
  - b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual grants.

Grant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this grant. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the grant activity.

5. To disclose any existing or potential conflicts of interest relative to the performance of services resulting from this grant award. NCS reserves the right to disqualify any grantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
6. To comply 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 or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
7. To comply with the Americans with Disability Act of 1990, P.C. 101-136, 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 6.101-36.999 inclusive and any relevant NCS policies.
8. To comply with the requirements of the Health Insurance Portability and Accountability Act (HIPPA) of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the grant includes functions or activities that involve the use or disclosure of protected health information (PHI) then the Grantee agrees to enter into a Business Associate Agreement with NCS as required by 45 C.F.R. 164.504(e). If PHI will not be disclosed, then a Confidentiality Agreement will be entered into.
9. No funding associated with this grant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
  - a. Any federal, state, county or local agency, legislature, commission, council or board;
  - b. Any federal, state, county or local legislator, commission member, council member, board member, or

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- other elected official; or
- c. Any officer or employee of any federal, state, county or local agency, legislature, commission, council or board.

10. NCS grants are subject to inspection and audit by representatives of NCS, including any representative of Manager or Manager's designee, to:
- a. Verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
  - b. Ascertain whether policies, plans and procedures are being followed;
  - c. Provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
  - d. Determine reliability of financial aspects of the conduct of the project.
11. Any audit of Grantee's expenditures will be performed in accordance with generally accepted government auditing standards to determine there is proper accounting for use of grant funds. It is the policy of NCS that each grantee required under federal regulations, as specified by the Office of Management and Budget 2 C.F.R. § 200.501(a), revised December 26, 2013, to have an audit prepared by an Independent auditor must provide a copy of the final audit report to NCS, through Manager. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO MANAGER AT THE FOLLOWING ADDRESS:

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 Manager within nine (9) months of the close of the Grantee's fiscal year. To acknowledge this requirement, Section E of this Grant Agreement and Notice of Grant Award must be completed.

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**SECTION B**

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

**Washoe County Human Services Agency**, hereinafter referred to as “**Grantee**,” agrees to provide the following services and reports according to the identified timeframes:

<i>Goal 1: Increase food security among Washoe County residents of all ages.</i>						
<i>Objective</i>	<i>Activities</i>	<i>Outputs</i>	<i>Timeline Begin/Completion</i>	<i>Target Population</i>	<i>Evaluation Measure (indicator)</i>	<i>Evaluation Tool</i>
1.1: Establish a nutritious breakfast program serving a total of 107 individuals daily via OUR Place Women and Families Shelter (95 individuals) and TADS Shelter residents (12 individuals).	1.1.1: Secure vendor to provide daily breakfast meals for residents.	List of vendor(s) identified  Signed contacts	August 2021 – September 2021	Men, women, children and seniors experiencing homelessness in Washoe County	# of vendors identified  # of contacts signed	Quarterly reports
	1.1.2: Purchase two (2) additional ServTracker licenses and startup equipment.	Copies of ServTracker licenses	August 2021 – September 2021	Men, women, children and seniors experiencing homelessness in Washoe County	# of licenses obtained	
	1.1.3: Distribute daily breakfast meals to residents of OUR Place Women and Families and Temporary Assistance for Displaced Seniors (TADS).	Meal count reports	July 1, 2021 – June 30, 2022	Men, women, children and seniors experiencing homelessness in Washoe County	# of meals provided, per program  # of individuals served (duplicated/unduplicated and demographics)	

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	1.1.4: Assess 15% of individuals (17 individuals) served using food security survey.	Food security survey results summary	July 1, 2021 – June 30, 2022	Men, women, children and seniors experiencing homelessness in Washoe County	# and % of individuals assessed  # of individuals who report increased food security	
1.2: Distribute 146 food baskets to 146 residents of CrossRoads Women and Children or CrossRoads Off-Campus (CROC) program.	1.2.1: Create a food basket inventory list that includes both fresh and shelf-stable foods.	Food Basket Inventory List	July 1, 2021	Women and children experiencing both substance use issues and homelessness in Washoe County; men experiencing substance use issues in Washoe County	# of food basket inventory lists created	Quarterly reports
	1.2.2: Purchase food items and assemble food baskets.	Food purchase receipts  Food basket data summary	July 1, 2021 – June 30, 2022	Women and children experiencing both substance use issues and homelessness in Washoe County; men experiencing substance use issues in Washoe County	# of pounds of food purchased  # of food baskets assembled	
	1.2.3: Distribute food baskets to residents of CrossRoads W&C and CROC.	Food basket distribution summary	July 1, 2021 – June 30, 2022	Women and children experiencing both substance use issues and homelessness in Washoe County; men experiencing substance use issues in Washoe County	# of food baskets distributed  # of pounds of food distributed  # of meals distributed  # of individuals served (duplicated/unduplicated and demographics)	

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	1.2.4: Assess 15% of individuals served (22 individuals) using food security survey.	Food security survey summary	July 1, 2021 – June 30, 2022	Women and children experiencing both substance use issues and homelessness in Washoe County; men experiencing substance use issues in Washoe County	# and % of individuals assessed  # and % of individuals reporting increased food insecurity	
1.3: Provide seven (7) second home-delivered meals weekly to 207 unduplicated homebound seniors 60+ in Washoe County	1.3.1: Secure a vendor to provide home-delivered meals.	Vendor contract  Copies of invoices	July 1, 2021	Homebound seniors age 60+ in Washoe County	# of vendors identified  # of contracts signed	Quarterly reports
	1.3.2: Distribute home-delivered meals to homebound seniors 60+ in Washoe County.	Meal delivery summary	July 1, 2021 – June 30, 2022	Homebound seniors age 60+ in Washoe County	# of meals distributed  # of pounds of food distributed  # of individuals served (duplicated/unduplicated and demographics)	
	1.3.3: Assess 15% of individuals served (32 individuals) using the food security survey.	Survey results summary	July 1, 2021 – June 30, 2022	Homebound seniors age 60+ in Washoe County	# and % of individuals assessed  # and % of individuals who reported increased food security	

**Compliance with this Section is acknowledged by signing the cover page of this Grant Agreement packet.**

#212257

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**AWARD SECTION C**

**Budget and Financial Reporting Requirements**

Grantee agrees to adhere to the following budget:

**Initial Grant Term – July 1, 2021 through June 30, 2022**

<b><u>Total Personnel Costs</u></b>	including fringe	<b>Total:</b>	<b>\$0</b>
<b>Total Fringe Cost</b>	<b>\$0</b>	<b>Total Salary Cost:</b>	<b>\$0</b>
<b>Total Budgeted FTE</b>	1.00000		

<b><u>Travel</u></b>	<b>Total:</b>	<b>\$0</b>
<b><u>Operating</u></b>	<b>Total:</b>	<b>\$231,274</b>

OUR Place & TADS Breakfast meals \$126,929.00

Food purchases for CrossRoads Food Baskets

\$11,680.00

2nd Home Delivered Meals

\$90,000.00

ServTracker startup equipment

\$997.00

ServTracker startup fee + 2 annual license fees

\$1,668.00

Justification: Breakfast Meals for OUR Place and TADS: \$3.25 per meal x 107 clients x 365 days per year = \$126,929; Food Baskets: \$80 per basket x 146 = \$11,680; Equipment: \$644.50 Computer w/ touch screen + \$52.50 TOUCH application + \$300 Hand Scanner = \$952.50; ServTracker one-time new license startup fee = \$300, \$57/mo per user x 2 users x 12 months = \$1,368

<b><u>Equipment</u></b>	<b>Total:</b>	<b>\$0</b>
<b><u>Contractual</u></b>		<b>\$0</b>
<b><u>Training</u></b>	<b>Total:</b>	<b>\$0</b>
<b><u>Other</u></b>	<b>Total:</b>	<b>\$0</b>
<b>TOTAL DIRECT CHARGES</b>		<b>\$231,274</b>

<b>Indirect Charges</b>	<b>Indirect Rate:</b>	<b>0.000%</b>	<b>\$0</b>
<b>Indirect Methodology:</b>			

<b>TOTAL BUDGET</b>	<b>Total:</b>	<b>\$231,274</b>
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- Grantee may make categorical/funding adjustments up to ten percent (10%) of the total grant amount without amending the agreement, so long as the adjustment is reasonable to support the activities described within the Scope of Work and the adjustment does not alter the Scope of Work. Grantee must notify or obtain prior authorization (e-mail notification is acceptable) for any funding adjustment(s).
- Equipment purchased with these funds belongs to NCS and shall be returned to NCS upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed by NCS. It is the Policy of the NCS to provide reimbursement at rates comparable to the rates established by the US General Services Administration, with some exceptions.

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**The Grantee Agrees:**

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

- Reimbursement may be requested monthly for expenses incurred in the implementation of the Scope of Work, within 15 days of the end of the previous month and no later than 30 days from the end of the Initial Grant Term (July 15, 2022 for the period ending June 30, 2022,
- Total reimbursement will not exceed **\$231,274** for services rendered during the Grant Period from July 1, 2021 – June 30, 2022;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Monthly invoices may not be approved for payment until Grantee provides the appropriately timed progress reports.
- NCS reserves the right to conduct a site visit regarding this grant and deliverables, either directly or through Manager or Manager's designee. If deliverables are not met for the grant period, then NCS is not obligated to issue continuation funding.
- Additional expenditure detail will be provided upon request.
- All Grantees providing direct services to clients are required to submit organizational and service information to Nevada 2-1-1 and to update that information annually. **Proof of submission and/or updates will be required as part of the Grantee's second quarter progress report to NCS.** (Instructions on how to submit updates will be provided before proof of update is due.)

Additionally, the Grantee agrees to provide:

- A complete financial accounting of all expenditures to NCS, either directly or through Manager, within 15 days of the CLOSE OF THE GRANT PERIOD. Any un-obligated funds shall be returned to NCS at that time, or if not already requested, shall be deducted from the final reimbursement.

**NCS agrees:**

- To provide technical assistance upon request;
- To provide prior approval of reports or documents to be developed per the Scope of Work;
- To work with Manager, who on behalf of NCS, will forward necessary reports to the Director of Health and Human Services;
- NCS reserves the right to hold reimbursement under this grant until any delinquent forms, reports, and expenditure documentation are submitted to NCS, through Manager, and accepted by NCS.

**Both parties agree:**

An annual site visit will be performed by NCS, through Manager or Manager's designee.

The Grantee will, in the performance of the Scope of Work specified in this grant, perform functions and/or activities that could involve confidential information; therefore, the Grantee is requested to fill out and sign Section F which is specific to this grant, and will be in effect for the term of this grant.

All reports of expenditures and requests for reimbursement processed by NCS are SUBJECT TO AUDIT.

This grant agreement may be **TERMINATED** by either party prior to the date set forth on the Grant Agreement, 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.



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**Financial Reporting Requirements**

- A Request for Reimbursement is due monthly, based on the terms of the grant agreement, no later than the 15<sup>th</sup> of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Grant Agreement and Notice of Grant Award.

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**SECTION D**

**Request for Reimbursement**

<b><u>Grantee Name:</u></b> Washoe County Human Services Agency	<b><u>Grantee Address:</u></b> 350 S Center St Reno, NV 89501
<b><u>Program Name:</u></b> Hunger Intervention Services	
<b><u>Initial Grant Term:</u></b> July 1, 2021 – June 30, 2022	<b><u>Grantee's:</u></b> <b>EIN:</b> <b>NCS Contract #: 212257</b> <b>Dun &amp; Bradstreet:</b>

**FINANCIAL REPORT AND REQUEST FOR FUNDS**

(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	\$0	\$0.00	\$0.00	\$0.00	\$0.00	-
2. Travel	\$0	\$0.00	\$0.00	\$0.00	\$0.00	-
3. Equipment	\$0	\$0.00	\$0.00	\$0.00	\$0.00	-
4. Operating	\$231,274	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual	\$0	\$0.00	\$0.00	\$0.00	\$0.00	-
6. Other	\$0	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Indirect	\$0	\$0.00	\$0.00	\$0.00	\$0.00	-
<b>Total</b>	<b>\$231,274</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>-</b>

This report is true and correct to the best of my knowledge.

Grantee – Authorized Signature	Title	Date
NCS Manager Representative - Authorized Signature	Title	Date

Reminder: Request for Reimbursement cannot be processed without an expenditure report/backup. Reimbursement is only allowed for items contained within Grant Award documents. If applicable, travel claims must accompany report.

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**SECTION E**

**Audit Information Request**

1. It is the policy of NCS that each grantee required under federal regulations, as specified by the Office of Management and Budget (2 C.F.R. § 200.501(a)), revised December 26, 2013, to have an audit prepared by an Independent auditor must provide a copy of the final audit report to NCS, through Manager, at 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? ☐ YES ☐ NO
3. When does your organization's fiscal year end? \_\_\_\_\_
4. What is the official name of your organization? \_\_\_\_\_
5. How often is your organization audited? \_\_\_\_\_
6. When was your last audit performed? \_\_\_\_\_
7. What time period did your last audit cover? \_\_\_\_\_
8. Which accounting firm conducted your last audit? \_\_\_\_\_

\_\_\_\_\_  
Signature Date Title

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**SECTION F**

**Business Associate Addendum**

BETWEEN

**Nevada Clinical Services, Inc.**

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Hereinafter referred to as the "Covered Entity"

and

**Washoe County Human Services Agency**

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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

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subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).

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

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

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

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

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to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.

- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

**2. Prohibited Uses and Disclosures:**

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

**IV. OBLIGATIONS OF COVERED ENTITY**

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



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VI. MISCELLANEOUS

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

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**SECTION G**

**Quarterly Program Activity Tracking and Evaluation Template**

**NCS Progress Report**

**Action Plan Period:** 07/01/21 – 06/30/22;

**Data Collection Date:** MM/DD/YY

<b>Funding Amount:</b>	\$
<b>Reimbursement to date:</b>	\$

Goal 1:				
Objectives	Activities	Outputs	Quarterly Program Progress (Outputs, When, How, Who, Barriers)	Evaluation (for evaluator use only)
1.1	1.1.1		MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY	
			MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY	
			MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY	
<b>Progress:</b>	(paragraph format reporting entered in here) Text...			
<b>Successes:</b>	1. 2.			
<b>Barriers:</b>				
<b>TA Requests:</b>	1. 2.			

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Goal 2:				
Objectives	Activities	Outputs	Quarterly Program Progress (Outputs, When, How, Who, Barriers)	Evaluation (for evaluator use only)
1.1	1.1.1		MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY	
			MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY	
			MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY	
<b>Progress:</b>	(paragraph format reporting entered in here) Text...			
<b>Successes:</b>	1. 2.			
<b>Barriers:</b>				
<b>TA Requests:</b>	1. 2.			

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**SECTION H**

**Annual Work Plan**

<b>Goal 1:</b>					
<b><i>Annual Objectives</i></b>	<b><i>Activities</i></b>	<b><i>Outputs</i></b>	<b><i>Timeline Begin/Comple tion</i></b>	<b><i>Evaluation Measure (indicator)</i></b>	<b><i>Responsible Persons</i></b>
1.1					
1.2					
1.3					

<b>Goal 2:</b>					
<b><i>Annual Objectives</i></b>	<b><i>Activities</i></b>	<b><i>Outputs</i></b>	<b><i>Timeline Begin/Comple tion</i></b>	<b><i>Evaluation Measure (indicator)</i></b>	<b><i>Responsible Persons</i></b>
1.1					
1.2					
1.3					

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**SECTION I**

**Staff Certification**

**Washoe County Human Services Agency  
STAFF CERTIFICATION ATTESTING TO TIME (Level of Effort) SPENT ON DUTIES  
For the Period July 1, 2021 through June 30, 2022**

Employee Name	Title	% time (level of effort) spent on duties related to NCS Contract #	% time (level of effort) spent on _____	% time (level of effort) spent on _____	% time (level of effort) spent on _____	Total must equal 100%	I certify that the % of time (level of effort) I have stated is true and correct  Employee Signature	Date Certified
						0.00%		
						0.00%		
						0.00%		
						0.00%		

Note: The Grant Agreement and Notice of Grant Award received from Nevada Clinical Services, Inc. provides funding for the employees above. All duties performed by these employees support the objectives/deliverables of the NCS grant.

Authorized Official Name	Title	Signature	Date

These certification forms must be prepared at least Quarterly and signed by the employee and an authorized official having firsthand knowledge of the work performed by the employee.

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**SECTION J**

**Assignment**

Per Item #4 in the "Terms and Conditions" section on the first page of this Agreement, in the event NCS assigns the agreement to DPBH, the parties agree the amendments reflected in this Section J shall become effective concurrent with the assignment:

- A. All references to "grant" or "grants" shall be understood to mean "subgrant" or "subgrants", as applicable, and all references to "grantee" or "grantees" shall be understood to mean "subgrantee" or "subgrantees", as applicable.
- B. The following shall be added as Paragraphs 12 and 13 of Section A – Assurances:
  - 12. Subgrantee certifies, by signing this notice of subgrant award, that neither it 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. pr. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150- 19211). This provision shall be required of every subgrantee receiving any payment in whole or in part from federal funds.
  - 13. Sub-grantee agrees to comply with the requirements of the Title XII Public Law 103-227, the "PRO- KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services, provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.
- C. The following language shall be inserted as the last sentence of the subsection with the header "Both parties agree:" in Section C – Budget and Financial Reporting Requirements:

The parties expressly agree that this Agreement shall be terminated if for any reason the Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.