



Washoe County Notice of Subaward

Period of Performance	Project Name	Federal Award #	ALN (CFDA)	Dollar Amount	WC Internal Order (IO) #	Award ID #
7/1/26 – 6/30/27	Opioid Street Outreach	N/A	N/A	\$533,860	20564	N/A

Purpose of Award:
 The purpose of this project is to conduct street outreach efforts in the Washoe County region to individuals who are unsheltered and are experiencing Opioid Use Disorder (OUD) or are at risk of OUD.

<p>Washoe County Human Services Agency UEI #: GPR1NY74XPQ5</p> <p>Federal Awarding Agency Name (if applicable): N/A</p> <p>ALN with Name: N/A</p>	<p>Subrecipient Name (must match UEI registration) Catholic Charities of Northern Nevada</p> <p>Fiscal Manager: Jeffrey Carley, Senior Staff Accountant jcarley@ccsnn.org</p> <p>Program Manager: Lauren Pow, Compliance and Outcomes Specialist lpow@ccsnn.org</p>
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<p>Washoe County Human Services Agency Address: 350 S. Center Street Reno, NV 89501</p> <p>Program Manager Tara Sterrett, tsterrett@washoecounty.gov</p>	<p>Subrecipient Address: PO Box 5099 Reno, NV 89513</p> <p>UEI #: HJ3FHJDHEVG5 Payee Vendor #: 112883 Tax ID #: 88-0339754</p>
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<p>Period of Performance:</p> <p>Beginning Date: July 1, 2026 Ending Date: June 30, 2027</p> <p>The Period of Performance may be renewed for one (1) additional year via written amendment. Renewal is not guaranteed and will be offered at the County's sole discretion, subject to agency need, Subrecipient performance and available funding.</p>	<p>Award Match Summary (if applicable): No matching funds are required for this subaward</p> <p>State Pass Through Entity: (if applicable) State of Nevada Office of the Attorney General One Nevada Agreement</p> <p>Federal Funds Obligated, This Action: \$0.00 Federal Funds Obligated, All Actions: \$0.00 Indirect Cost Rate: N/A</p>
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Award Budget Summary	
Budget Category	
Personnel	\$416,130.00
Travel	\$10,556.00
HMIS Licenses	\$7,375.00
Equipment	\$0.00
Supplies	\$18,160.00
Contractual	\$0.00
Other	\$65,139.00
Indirect	\$16,500.00
Grant Total	\$533,860.00

Disbursement of Funds as follows:
 Payment will be made upon receipt and acceptance of reimbursement request, and any requested supporting documentation. A reimbursement request can only be made for actual expenditures specific to this award. Total reimbursement will not exceed **\$533,860.00** during the award period.

Section A – Assurances, Terms, and Conditions

As a condition of receiving awarded funds from Washoe County, the Subrecipient agrees to the following:

1. Subrecipient will collaborate with Washoe County to ensure that project activities and objectives are met.
2. Subrecipient may not use awarded funds for anything other than the awarded purpose. In the event Subrecipient expenditures do not comply with this condition, the portion not in compliance must be returned to Washoe County.
3. Subrecipient shall submit reimbursement requests for expenditures only as approved in Section C – Budget Narrative. Any additional expenditures beyond the approved detail in the categorical budget amounts, without prior written approval by Washoe County, and/or by an award amendment, may result in denial of reimbursement.
4. Transferring funds between budgeted categories without written prior approval from Washoe County is prohibited under the terms of this award. Requests to revise approved budgeted amounts must be made in writing to Washoe County and provide sufficient narrative detail to determine justification.
5. Subrecipients are required to maintain **accounting records**, identifiable and trackable by the award number. Such records shall be maintained in accordance with the following:
 - a. Records may be destroyed not less than five years (unless otherwise stipulated) after the final financial report has been submitted.
 - b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual awards.
 - c. All records are subject to audit from local, state or federal personnel or designee.

Accounting records are defined as all records relating to the expenditure and reimbursement of funds associated with this award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to award activity.

6. Subrecipients are required to maintain **all project and programmatic records** including eligibility supporting documents, procurement supporting documentation, and progress/program reporting. These records must be maintained in accordance with accounting record requirements.
7. This award may be amended at any time when both parties agree to the amendment(s) in writing. Any amendment is subject to approval by both parties. Neither party may assign the amendment(s) without the express written consent of the other party.
8. Nevada Revised Statutes (NRS) Chapter 239 declares certain records and documents to be public documents. Unless documents or records are confidential or privileged, Subrecipient agrees that this award and any records related to the performance of the duties described in this award and which are required to be provided to Washoe County by agreement may be

public documents and may be available for distribution. The Subrecipient gives express permission to make copies of the award and related documents.

9. The Subrecipient shall timely disclose, in writing to the Washoe County program contact of this award, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subgrant award. Failure to make required disclosures can result in award termination.
10. Any activities Subrecipient performs under this award will acknowledge the source of funds and that funding was provided through Washoe County.
11. When applicable, Subrecipient agrees that any and all printed documents purchased or produced within the scope of this award will include the printed statement: "This publication (journal, article, etc.) was supported by Washoe County with funding from the Washoe Opioid Abatement and Recovery Fund for the Opioid Street Outreach Program and is solely the responsibility of the authors. It does not necessarily represent the official views of Washoe County."
12. No funding associated with this award 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 other elected official; or
 - c. any officer or employee of any federal, state, County, or local agency, legislature, commission, council or board.
13. Subrecipients of this award must respond to all auditor inquiries. Washoe County is subject to inspection and audit by representatives of federal, state, and local audit agencies, or other appropriate entity required by law to audit the award 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 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.
14. Any audit of Subrecipient expenditures will be performed in accordance with Generally Accepted Government Auditing Standards to determine there is proper accounting for and use of awarded funds. It is the policy of Washoe County (as well as federal requirement as specified in the required 2 CFR 200, Subpart F, all U.S. states, local governments, federally recognized Indian tribal governments, and non-profit organizations) that each grantee annually expending \$1,000,000 or more in federal assistance have an annual audit prepared by an independent auditor in accordance with the terms and requirements of Subpart F.
15. Under the terms and conditions of this award, the Subrecipient and contractors will maintain an active Unique Entity Identifier (UEI) throughout the entire approved period of performance.

16. Subrecipient certifies, by signing this agreement, 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 state or federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549 (3 CFR Part 1986 Comp., p.189), Executive Order 12689 (3 CFR Part 1989 Comp., p. 235) and 2 CFR part 1400, Government-wide Debarment and Suspension. This provision shall be required of every Subrecipient receiving any payment in whole or in part from federal funds. The use of federal funds will be referenced on page 1 of this award.

17. Subrecipient must comply with all other applicable federal requirements, including:
 - a. 2 CFR Part 25, Universal Entity Identifier and Central Contractor Registration
 - b. 2 CFR Part 175, Award Term for Trafficking in Persons
 - c. 2 CFR Part 1401, Requirements for Drug-free Workplace
 - d. 41 U.S.C. § 6306, Prohibition on members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any funds made to a corporation for the public's general benefit.
 - e. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving.
 - f. Pursuant to Executive Order 13043, 62 FR 19217, subrecipient agrees to adopt, and encourage its contractors to adopt and enforce, seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
 - g. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance.
 - h. Civil Rights Act of 1964, as amended, 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).
 - i. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability.
 - j. 41 U.S.C. § 4712 (a), Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This award, related awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related awards, and related contracts are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 (c).
 - k. 2 CFR Part 200, Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
 - l. Subrecipient agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
 - m. Subrecipient agrees to comply with the Equal Employment Opportunity clause and abide by the provisions of Title VI and VII of the Civil Rights Act of 1984 (42

U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or Subrecipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on basis of age; Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disabilities; and Nevada Revised Statute (NRS) 613.330 Equal Employment Opportunity.

- n. All Subrecipient contractors will comply with Davis-Bacon Act, as amended (40 U.S.C. 3141-3144) (40 U.S.C. 3141-3148). When required by Federal program legislation, all contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Federally Financed or Assisted Construction).
- o. All Subrecipient contractors will comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- p. Environmental Quality, the Subrecipient and its contractors shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Title 42 U.S.C. 7401-7671q., Section 508 of the Clean Air Act, Title 33 U.S.C. 1368, Executive Order 11738 and, Title 40 CFR part 15 as well as Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Washoe County program contact and the Regional Office of the Environmental Protection Agency (EPA).
- q. The Subrecipient shall comply with the Procurement of Recovered Materials, 2 CFR 200.322. A non-Federal entity that is a state agency or agency of political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- r. Subrecipient agrees to comply with all applicable requirements in 2 CFR Part 200, Subparts A Through D; 2 CFR Part 200, Subpart E Cost Principles; 2 CFR Part 25; 2 CFR Part 183 and 184.
- s. Subrecipient agrees to the Rights to Inventions made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to

Inventions Made By Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by the awarding agency.

18. Subrecipient must fully execute the current Homeless Management Information System (HMIS) agreement (included as Section D) at the time of the execution of this Agreement. No changes are permitted to the HMIS agency agreement. All data must be entered directly into HMIS by Subrecipient staff at the time the encounter with the client occurs or when the information is shared by the client.
19. Subrecipient shall disclose any existing or potential conflicts of interest relative to the performance of services resulting from this award. Washoe County reserves the right to disqualify any grantee on the grounds of actual or apparent conflict of interest. Subrecipients are responsible for notifying their program contact at Washoe County in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Subrecipient, the Subrecipient employees, or the Subrecipient's grantees in a position of conflict, real or apparent, between their responsibilities under this award and any other outside interests. Failure to resolve conflicts of interest in a manner that satisfies Washoe County may result in termination of award.
20. Subrecipient represents that it has obtained all rights, grants, assignments, conveyances, licenses, permissions, and authorizations necessary for or incidental to any materials owned by third parties supplied or specified by it for deliverables under this award, and that the use of any such third-party intellectual property does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party. The Subrecipient will release Washoe County, its officers, agents and employees harmless from liability of any kind or nature, including the subrecipients use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or applicant, and any other intellectual property furnished or used in the performance of this agreement.
21. This award may be immediately terminated by Washoe County at any time during the performance period for the following reasons: 1) conduct that interferes with the administration of the grant; 2) illegal activity of any kind; 3) insolvency; 4) failure to disclose a conflict of interest; 5) influence by gratuity; 6) any other violations of the terms of the grant agreement; 7) performance below expectations without action to improve; and 8) substantiated fraud, abuse, or misappropriation of grant funds.
22. This award 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 subaward shall be terminated immediately if for any reason Washoe County, state, and/or federal funding ability to satisfy this award is withdrawn, limited or impaired.
23. No party shall be liable or responsible to the other Party nor be deemed to have defaulted under or breached the terms of this award for any failure or delay in fulfilling or performing any term of this award, when and to the extent such Party's (the impacted Party) failure or delay was caused by or results from the following force majeure event(s):
 - a) Acts of God;

- b) Flood, fire, earthquake or other potential disasters or catastrophes such as epidemics, explosion or pandemics (such as COVID-19);
 - c) War, invasion, hostilities (war declared or not), terrorist threats or acts, riot or other civil unrest;
 - d) Government order, law or action;
 - e) Embargos or blockades in effect during the performance period of award;
 - f) National or regional emergency;
 - g) Strikes, labor shortages or slowdowns or other industrial disturbances; and
 - h) Shortage of adequate power or transportation facilities, and other similar events beyond the reasonable control of the impacted Party.
24. The County requires all Subrecipients to establish and maintain appropriate licensing and insurance requirements consistent with federal, state and local regulations for activities, personnel etc. This is intended as the Subrecipient organization accepting these funds are responsible to pay for loss or liability related any and all actions resulting from the receipt of these funds.
25. The County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Any liability of both parties shall not be subject to punitive damages. Actual damages for County breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.
26. All sections of this Agreement which by their nature should survive termination will survive termination, including without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, duties of indemnification and limitations of liability.
27. All Subrecipients are required to comply with applicable local, state, and federal confidentiality and privacy rules. Subrecipients shall collect, maintain, and transmit personal information about services in a manner that ensures security and protects individual privacy (e.g., use of identifiers instead of names or Social Security numbers on information submitted to the County (or other). Any Subrecipient that is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall also comply with the security and privacy safeguards set forth in Public Law 104-191. Such safeguards shall not restrict the County's access to protected health information which may be necessary to determine program compliance [45 CFR 164.512(d) (1) (iii)].

Special Terms and Conditions

All activities will remain in alignment set forth in the One Nevada Agreement, Opioid Litigation Settlement Documents Use of Funds, and NRS 433.742. Subrecipient shall maintain relevant information to demonstrate that funds are used exclusively for the treatment and abatement of opioid use disorder and opioid misuse.

Section B – Scope of Work

Opioid Street Outreach Program

1. SCOPE OF WORK

Program Description:

The purpose of this program is to conduct street outreach efforts in the Washoe County region to individuals who are unsheltered and are experiencing Opioid Use Disorder (OUD) or are at risk of OUD, hereon referred to as the OUD/AR population. The unsheltered OUD/AR population, as defined for this Agreement, means individuals who are not currently staying in an emergency shelter but rather are living on the streets, in vehicles, or encampments, or other places that are not intended to be habitable by humans.

Street outreach efforts will assist in referring to and linking the OUD/AR population to substance use and mental health services and referring them to the regional Coordinated Entry (CE) system to find appropriate housing options in the community.

There are three overarching goals to achieve this project:

1. Develop formal community partnerships to better identify the locations of the OUD/AR population to conduct street outreach to unsheltered individuals and build streamlined referral processes.
2. Build rapport with the OUD/AR population to provide a brief screening and begin to make effective and meaningful referrals for sustainable housing options and substance use and/or mental health services, and
3. Maintain ongoing support to the client during and after any substance use/mental health treatment, whether residential, inpatient, or outpatient, and continue to connect the client to sustainable housing options through the Coordinated Entry process, as well as tenancy support services once stably housed.

Staffing and Training Requirements:

Subrecipient must provide five (5) FTEs to supervise and operate the OUD/AR Street Outreach project. The street outreach team, to the greatest extent possible, should include individuals who have previous lived experience (PLE) with homelessness, and/or staff who have worked with the homeless population.

Employees should include:

- One (1) Street Outreach Supervisor/Coordinator
- Four (4) Street Outreach Case Managers

The Supervisor/Coordinator will be responsible for supervising the four Case Managers. Duties include, but are not limited to:

- Meeting all reporting requirements and timely submission of monthly/quarterly and ad-hoc reports if requested
- Ensuring data entry into HMIS is accurate and timely
- Assisting in community partner development and formalization of partnerships
- Assisting in treatment providers partner development and formalization of partnership through MOUs or other contractual arrangements
- Staffing cases with Case Managers

- Reviewing case file for accuracy
- Participating in multidisciplinary teams as needed
- Attending appropriate meetings related to housing needs

The Case Managers will be responsible for maintaining a case load of a minimum of 15, with a maximum of 18 clients. Duties include, but are not limited to:

- Documenting all services and activities in HMIS accurately and in a timely manner, including completion of client eligibility assessment in HMIS
- Having face-to-face contacts with clients weekly
- Screening unsheltered individuals to determine eligibility for OUD/AR services
- Making referrals to existing resources in the community for behavioral health assessments to determine appropriate service referrals
- Developing and maintaining individualized, person-centered case plans with SMART goals
- Making referrals to services including, but not limited to: employment, social security, medical appointments, substance use treatment, and others needed based on case plan and following up to validate connection to service.
- Assisting with transportation related to case plan
- Assisting with obtaining critical documents such as birth certificates, social security cards, government issued ID, and disability statement.
- Providing referrals to the Community Queue for Coordinated Entry for housing options when appropriate
- Attending bi-weekly Street Outreach Case Conferencing meetings and providing updates on current clients
- Assisting to develop strong community partners and working with supervisor to formalize those partnerships
- Providing tenancy support services when a client is stably housed

All staff must be trained prior to engagement with clients. At a minimum, training must include the following:

- HMIS Data entry, including program enrollments, program exits and services provided to client
- Harm Reduction
- Safety Training on Being in the Field
- De-escalation
- Trauma Informed Care
- Motivational Interviewing
- Individualized, Person-Centered Care Planning
- Boundaries with Clients

Staff should be trained in safe and appropriate ways to engage with clients with OUD/AR to build long-term rapport. It is critical to build rapport through in person contacts with people experiencing unsheltered homelessness prior to referrals being made to increase client success rates of entering treatment programs and/or engaging in activities that will lead to housing.

Goals and Objectives:

Goal 1: Street Outreach Teams, including people with lived experience (PLEs), will conduct street outreach with unsheltered OUD/AR clients to build rapport.

Subrecipient shall establish community partnerships in the form of Memoranda of Understanding (MOUs) in order to effectively and efficiently coordinate care and services, develop streamlined

referrals for services and treatment, and identify locations to best target the population. This community-based approach is essential to best identify locations for individuals and/or encampments that fall within the OUD/AR population, as well assist in a cooperative multi-disciplinary team approach in care and the development of an individualized, person-centered care plan and communication for goals.

MOUs must include:

- Detailed description of the client referral process
- The method(s) by which referrals will be made (i.e. phone call, walk-in hours, etc.)
- Description of the process by which clients are matched with referral sources
- Description of the method(s) used to monitor the progress of services following referral
- Outcomes of the referral (i.e. the level of participation by the client, follow-up services, final case status, etc.)

Partnerships may include, but are not limited to:

- Residential Treatment Facilities for Substance Use
- Hospitals that include Inpatient Care or Partial Hospitalization Programs (PHP)
- Outpatient agencies that treat OUD and Mental Health with services that may include, but are not limited to, Medication Assisted Treatment (MAT), Intensive Outpatient Program (IOP), and utilize American Society of Addiction Medicine (ASAM) criteria and levels of care
- Primary Care Providers (PCP)
- Local Law Enforcement (LE) agencies
- Labor force agencies to assist with employment
- City, state and/or county governmental agencies

Objectives	Activity Descriptions	Metric to be Measured	Due Date
<i>Street Outreach Teams are formed and will include PLEs to the maximum extent possible with all identified trainings at a minimum</i>	Street outreach will be conducted to determine where OUD/AR are located or likely to be located	Number of OUD/AR street outreach contacts made per month (20 face-to-face contacts per street outreach worker per week entered as HMIS services; contacts may include duplicative interactions necessary to build trust and engagement with service-resident individuals)	Monthly
<i>Street outreach is conducted by identified teams in areas where OUD/AR have been identified to build strong client rapport</i>	Street outreach will be conducted with OUD/AR to build rapport	Number of unique OUD/AR clients engaged (each street outreach FTE will carry a case load of at least 15 clients, not to exceed 18, as measured by HMIS program enrollments)	Monthly
<i>Establish formal partnerships with community partners and</i>	Have formal written partnerships documented	Number of MOUs with treatment	Monthly

<i>substance use and mental health providers</i>	through Memoranda of Understanding (MOU)	facilities/organizations and community partners	
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Goal 2: Street outreach teams will conduct referrals to substance use/mental health treatment and/or housing options.

Case Managers will work with the OUD/AR population to be engaged in substance use and/or mental treatment and housing options using evidence-based models that are person-centered and trauma informed. Through building consistent face to face contacts with clients and building rapport, Case Managers will seek to engage clients in a behavioral health screening through existing resources in the community to obtain an assessment and determine the most appropriate services for the client based on their level of care. This may include residential, inpatient, or outpatient services that treat OUD/AR.

The Case Manager shall then develop an individualized, person-centered care plan and can begin to establish specific, measurable, attainable, realistic, and time-bound (SMART) goals for additional services and connect them into the Community Queue for coordinated entry for housing. Plans should include connecting clients with a primary care provider (PCP) to assist with general health and potential co-occurring disorders as well as disability determinations if applicable. Additional activities conducted by Case Managers can include but are not limited to obtaining crucial documents such as government identification, birth certificates, social security cards, disability statements, as well as behavioral health assessments for treatment. All client case plans and progress notes must be entered into HMIS promptly.

Rapport is often challenging to build among people experiencing homelessness for many reasons including, but not limited to, prior negative experiences with service providers, law enforcement and other institutions. Street outreach Teams will conduct a brief screening tool in HMIS (Homeless Management Information System) to determine if the client meets the criteria for OUD/AR.

Street Outreach Teams, to the greatest extent possible, shall include individuals who have previous lived experience (PLE) with homelessness, and/or staff who have worked with the homeless population. This will ensure insight into the population be able to develop a stronger rapport with the unsheltered OUD/AR population. PLE staff can build from a foundation of trust from shared experiences to facilitate access to service. This project aims to hire PLEs to the maximum extent possible.

Objectives	Activity Descriptions	Metric to be Measured	Due Date
<i>Street Outreach Teams will conduct referrals to substance use/mental health treatment to OUD/AR</i>	Street Outreach Teams will engage clients on completion of referrals to substance use/mental health treatment and housing options	HMIS-Number of behavioral health assessments and referrals, duplicate and deduplicated totals per month	Monthly
<i>Street Outreach Teams will conduct referrals to housing options</i>	Street Outreach Teams will attend and advocate for their clients for housing options through the	HMIS-Number of housing referrals made, duplicate and deduplicated totals per month	Monthly

	Community Queue, Coordinated Entry System	Number and percent of referrals made that resulted in successful exits to permanent housing, transitional housing or substance use treatment programs as indicated in HMIS program exits	Monthly
<i>Street Outreach Teams will assist in obtaining critical documents (identification, social security cards, birth certificates, disability statements)</i>	Street Outreach Teams will engage clients to obtain critical documents (identification, social security cards, birth certificates, disability statements), apply for benefits programs and/or increase income to be eligible for treatment programs and/or housing	Number of critical documents obtained, as indicated in HMIS as a service provided to indicated document obtained	Monthly

Goal 3: Ensure previously unsheltered clients who enter treatment transition to stable housing and ensure clients who transition directly to stable housing remain stably housed and do not return to homelessness.

In the last stage of the program, Street Outreach Teams shall maintain in person contact with clients to ensure they transition to stable housing upon exit from a substance use/mental health treatment program, or if transitioning directly to housing, remain stably housed. This includes maintaining contact to the greatest extent possible while in treatment, whether residential, inpatient, or outpatient, in order to continue working on their housing options and coordination of any post treatment needs to support their successful discharge.

Supports will include, but are not limited to: tenancy support, life skills, healthcare and treatment navigation, and employment or increase of access to income. Success will be tracked using HMIS data to record client contacts, referrals made, exits to treatment and housing, and track housing stability.

Services tracked will include, but are not limited to: substance use treatment applications, substance use treatment to treatment, housing referrals, housing applications, transportation, IDs applied for, IDs obtained.

All HMIS reports must be completed and submitted prior to billing for monthly payments.

When a client becomes stably housed, the Case Manager will continue to engage with the client through tenancy support services. This includes continued weekly, face-to-face contacts, and additional contacts as needed. Supports will include but are not limited to, building rapport with the landlord to communicate if there are any issues or concerns of potential evictions or ongoing issues, assisting with ongoing medical appointments, transportation if none is available, supports on accessing income whether through employment, social security, etc.

Objectives	Activity Descriptions	Metric to be Measured	Due Date
<i>Ensure clients transition to stable housing upon exit from a substance use/mental health treatment program</i>	Maintain contact with formerly unsheltered clients to assist in transitioning to permanent housing once treatment is completed	Number/percent of people referred to transitional housing or treatment programs that exit to permanent housing, as indicated in HMIS program exits	Monthly
		Number of people housed who remain housed within six months of being housed, as indicated in HMIS	Monthly, starting month 7 of contract
<i>Ensure clients who transition directly to stable housing remain stably housed and do not return to homelessness</i>	Provide tenancy support to formerly unsheltered clients to ensure they remain stably housed	Number/percent of people in treatment who remain connected to care at six months	Monthly, starting month 7 of contract
		Number/percent of clients who report greater social connection at six months	Monthly, starting month 7 of contract

2. SUBRECIPIENT REQUIRED DELIVERABLES AND/OR OUTCOMES

- 1) Conduct street outreach to unsheltered people in Washoe County who are opioid impacted or at risk of using opioids
 - a. 20 contacts per street outreach worker per week entered as HMIS services
 - b. 100 unique OUD/AR clients engaged annually

- 2) Build rapport, facilitate referrals to treatment and housing
 - a. 50 behavioral health assessments and referrals made, duplicate and deduplicated totals per month as indicated in HMIS
 - b. 50 housing referrals made, duplicate and deduplicated totals per month as indicated in HMIS
 - c. 50/100 (50%) of clients referred to services that connected to those services
 - d. 60 critical documents obtained annually as indicated in HMIS

- 3) Maintain support once clients are housed and/or engaged in treatment to ensure they stay housed. All metrics below are to be reported directly from HMIS
 - a. 15/20 (75%) of clients referred to transitional housing or treatment programs that exit to permanent housing as indicated in HMIS
 - b. 10/25 (40%) of clients housed will remain housed for at least 6 months after being stably housed as indicated in HMIS
 - c. 15/20 (75%) of clients in treatment will remain connected to care at 6 months.
 - d. 15/20 (75%) of clients report they have greater social connections at 6 months

3. SUBRECIPIENT REPORTING REQUIREMENTS

- 1) Subrecipient agrees to submit quarterly progress reports on or before:
 - a. October 5, 2026
 - b. January 5, 2027
 - c. April 5, 2027
 - d. July 5, 2027

The quarterly reports shall include a narrative portion, with a template provided by the County, along with the following HMIS reports: GNRL-106, GNRL-406 and OUTS-101.

- 2) Subrecipient agrees to submit final program and financial report within 15 days after the performance period ending date.

Unless otherwise directed, the Subrecipient must liquidate all obligations no later than 15 days after the end date of the performance period.

4. SUBRECIPIENT MONITORING

Subrecipient will be monitored through quarterly progress reports that are reviewed and approved, ensuring completion of required scope of work and deliverables and/or outputs are being accomplished as expected. Subrecipient billings will be reviewed and approved to ensure compliance with budget and cost principles. Additionally, a minimum of one (1) site visit will be conducted during the performance period.

Subrecipient shall participate in Quarterly Washoe Opioid Abatement and Recovery Fund (WOARF) Collaborative Meetings. The in-person meetings will be held in the second month of the quarter (February, May, August, November). The purpose of the meetings is to promote ongoing collaboration among recipients of WOARF funds and enhance sustainability.

5. SUBRECIPIENT REIMBURSEMENT

Subrecipient shall submit to County a monthly reimbursement request by the 5th calendar day of each month for the previous month's services, which includes documentation of staffing hours, benefits and all other allowable expenses. Payment will be made upon receipt and acceptance of reimbursement request, and any requested supporting documentation. A reimbursement request can only be made for actual expenditures specific to this subaward. HMIS reports must be submitted with monthly billings and any HMIS data entry and/or corrections requested must be completed before payment will be processed.

6. INCLUSION OF PROPOSAL AND RFP AND ORDER OF PRECEDENCE

This Agreement in response to source RFP 3292-25 HHS Opioid Street Outreach, contains certain specific terms and conditions. Furthermore, this Agreement includes, in their totality, the following documents:

- The proposal submitted by Subrecipient in response to the source RFP along with any and all clarifications, amendments, and addendums to said proposal.
- The original RFP bid documents along with all amendments and addendums to said documents.

In the case of conflicts or contradictions within the collection of documentation contained under this contract, the following order of precedence shall govern: (1) the final, executed Subaward Agreement or the most recent Amendment; (2) the source RFP bid documents (if Amendments and Addendums to the source RFP exist, the order of precedence shall be determined by the latest date being given the highest precedence and following in reverse order by date); and (3) modifications or clarifications to the Subrecipient's Proposal (where existent, later dates shall provide order of precedence with later additions having higher precedence than earlier);and (4) the Subrecipient's original Proposal. Specific exceptions to this rule may be noted in the final executed Agreement and any such specific exceptions shall be final arbiter in order of precedence insomuch as they do not outright invalidate any material issues within the included documents.

Section C – Budget Narrative

Staffing	Salary	%	Months	Fringe	Total
26.1% fringe benefits					
Supervisor	\$82,000.00	100%	12	\$21,402.00	\$103,402.00
Case Manager	\$62,000.00	100%	12	\$16,182.00	\$78,182.00
Case Manager	\$62,000.00	100%	12	\$16,182.00	\$78,182.00
Case Manager	\$62,000.00	100%	12	\$16,182.00	\$78,182.00
Case Manager	\$62,000.00	100%	12	\$16,182.00	\$78,182.00

Justification: CCNN will hire five full-time equivalent (FTE) staff to conduct Washoe County's Opioid Street Outreach Program. The street outreach supervisor provides day-to-day supervision, ensures compliance with HMIS and county reporting requirements, and coordinates outreach activities, partnerships, and staff performance to meet all program deliverables. The street outreach case managers conduct direct street-based engagement, complete required HMIS screenings, and provide ongoing support and referrals to unsheltered individuals struggling with opioid use disorder or are at-risk (OUD/AR). Staff help unhoused OUD/AR individuals secure housing, navigate requirements to maintain benefits, and receive supportive wraparound services, including career and financial coaching. CCNN's fringe benefits rate is 26.1%, and includes 6.2% workers' compensation, 1.7% Social Security, 13.4% health insurance, 1.5% Medicare, 3.1% retirement, and 0.2% unemployment insurance.

<i>Total Requested Salaries</i>	<i>\$330,000.00</i>
<i>Total Fringe</i>	<i>\$86,130.00</i>
<i>Total Staffing Costs</i>	<i>\$416,130.00</i>

Travel	Rate	Miles	Week	Total
Mileage	\$0.73	280	52	\$10,556.00

Justification: Staff will travel to encampment sites throughout Washoe County, including rural and unincorporated areas. Using the 2026 IRS standard mileage rate, program-related travel is estimated at 280 miles per week.

<i>Total Travel Costs</i>	<i>\$10,556.00</i>
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HMIS Licenses	Cost	Qty	Total
Staff HMIS Licenses	\$1,475.00	5	\$7,375.00

Justification: Staff will train and obtain HMIS licenses to complete mandated screenings, service documentation, referrals, and reporting. A one-time setup fee of \$175 per user is included. $(\$1,300/\text{license} + \$175/\text{user}) \times 5 \text{ users} = \$7,375$

<i>Total HMIS Licenses Costs</i>	<i>\$7,375.00</i>
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Supplies	Cost	Qty		Total
Documentation & Data Collection	\$100.00	5		\$500.00

Justification: Staff will use office supplies (clipboards, notebooks, staples, folders, pens, etc.) to support secure program documentation and HMIS compliance. All items will be inventoried and managed, and unconsumed items returned in accordance with county and federal property requirements at the conclusion of the grant. (\$100/staff x 5 staff = \$500)

Field Operations & Safety	\$500.00	5		\$2,500.00
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Justification: CCNN's compliance and outcomes specialist will assist the supervisor in securing and assigning each staff member a backpack, lock, PPE, puncture-resistant gear (footwear, gaiters, sleeves, and gloves), headlamp, and charging bank and cables; shared team equipment includes first aid kits, two-way radios, reflective tape, and foldable utility wagons for safe and effective street-based outreach. Puncture-resistant gear protects staff from needlestick and sharps injuries in areas with high concentrations of discarded syringes. All items will be inventoried and managed, and unconsumed items returned in accordance with county and federal property requirements at the conclusion of the grant. (\$400/staff x 5 staff = \$2,000)

Laptop Workstations	\$1,500.00	5		\$7,500.00
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Justification: CCNN's IT specialist will purchase, setup, manage, and assign each staff a laptop workstation (laptop, docking station, headset, dual monitors, keyboard, and mouse). The workstations support secure HMIS access, case documentation, partner coordination, and required reporting. All equipment will be inventoried, managed, and returned in accordance with county and federal property requirements at the conclusion of the grant. (\$1,500/station x 5 stations = \$7,500)

Staff Cell Phones & Service	\$950.00	5		\$4,750.00
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Justification: CCNN's IT specialist will purchase, configure, and assign each staff a cell phone to ensure transparent communication, team coordination, and direct connection of unsheltered OUD/AR individuals to services and emergency resources at the point of contact. The phones are a one-time hardware purchase, and monthly service plans are calculated per device. All items will be inventoried and managed, and unconsumed items returned in accordance with county and federal property requirements at the conclusion of the grant. ((\$350/phone + (\$50/phone/mo x 12 mos)) x 5 phones = \$4,750)

Staff Hotspots & Service	\$970.00	3		\$2,910.00
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Justification: CCNN's IT specialist will purchase, configure, and assign the program team three hotspots. Hotspots equip staff with internet access for field documentation, client database entry, and real-time referrals. The devices are a one-time hardware purchase, and monthly service plans are calculated per device. All items will be inventoried and managed, and unconsumed items returned in accordance with county and federal property requirements at the conclusion of the grant. ((\$250/device + (\$60/device/mo x 12 mos)) x 3 devices = \$2,910)

Total Supplies Costs **\$18,160.00**

Other	Cost	Qty		Total
Staff Training	\$1,270.00	5		\$6,350.00

Justification: Staff will enroll in the Corporation for Supportive Housing Training Center's (CSH's) online series on Trauma-Informed Approaches and Case Management Core Skills, which include harm reduction, field safety, de-escalation, motivational interviewing, person-centered care planning, and professional boundaries. The supervisor will leverage CSH's free resources to support evolving team and client needs. Staff will also complete HMIS, CPR, First Aid, AED, and Narcan certifications. (\$1,270/staff x 5 staff = \$6,500)

Staff PRSS Certification/Renewal	\$350.00	2		\$700.00
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Justification: Staff with lived experience will obtain or renew their PRSS certification to meet Nevada standards and deliver peer-informed opioid recovery support consistent with evidence-based and ethical practice. The cost of required CEU hours is included in the total per staff. (\$350/staff x 5 staff = \$1,750)

Crisis Response	\$6.36	250		\$1,589.00
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Justification: Staff will distribute harm reduction supplies, including hygiene, rain ponchos, hand warmers, and sunscreen to unsheltered OUD/AR individuals during crisis, such as inclement/extreme weather. Distribution will be limited, targeted, and documented in HMIS. All items will be inventoried and managed, and unconsumed items returned per county and federal property requirements at grant conclusion.

Medical Supplies				\$10,750.00
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Justification: Staff will purchase medical supplies, such as wound care supplies, testing strips and Naloxone. Staff will carry and distribute Naloxone to respond to and prevent opioid overdose deaths among unsheltered OUD/AR individuals. All items will be inventoried and managed, and unconsumed items returned in accordance with county and federal property requirements at the conclusion of the grant. Distribution will be documented in HMIS.

ID Recovery Assistance	\$110.00	200		\$22,000.00
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Justification: Staff will work with participants to identify and obtain vital legal records enabling them to access employment, housing, public benefits, and education. Given emerging federal ID requirements, document recovery is critical to accessing services and safeguarding vulnerable individuals. Legal records include state and real IDs, birth certificates, adoption records, driver's licenses, name change filings, marriage certificates, permanent resident cards, and social security cards. Distribution will be documented in HMIS. (~\$100/individual x 150 individuals = \$15,000)

Participant Transportation	\$75.00	250		\$18,750.00
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Justification: Staff will distribute 7- and 30-day public transit passes to participants needing reliable transportation to interviews, employment, appointments, and classes, removing critical follow-through barriers. All items will be inventoried and managed, and unconsumed items returned in accordance with county and federal property requirements at the conclusion of the grant. Distribution will be documented in HMIS. (\$100/participant x 200 participants = \$20,000)

General Transportation	\$2.50	2,000		\$5,000.00
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Justification: Staff will distribute single-day public transit passes, which are affixed to resource navigation cards (maps, bus routes, and local services), to unsheltered OUD/AR individuals as needed to remove barriers to essential services. All items will be inventoried and managed, and unconsumed items returned in accordance with county and federal property requirements at the conclusion of the grant. Distribution will be documented in HMIS. (\$2.50/pass+card x 1,500 cards = \$3,750)

	<i>Total Other Costs</i>	<i>\$65,139.00</i>
Total Direct Costs		\$517,360.00
<i>Administrative Costs (total salaries excluding fringe x 5%)</i>		<i>\$16,500.00</i>
	TOTAL ANNUAL COSTS	<u>\$533,860.00</u>

1. **Additional Conditions for Equipment and Travel**

- a) Equipment purchased with these funds belongs to the federal, state, or the Washoe County divisional program from which this funding was appropriated. Subrecipient must receive disposal instructions from Washoe County prior to equipment transfer, disposal etc. All equipment purchased using funds from this award must comply with Subrecipient organization’s written procurement policies or Washoe County’s procurement policies, whichever is more strict. All equipment purchases must be maintained for their useful life for the purpose under the terms of this award.
- b) Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed in your organization’s travel policy, or the Washoe County Travel Policy, whichever is more restrictive.

2. **Additional Conditions for Reimbursement**

The Subrecipient agrees to request reimbursement according to the schedule specified in Section B.5 of this award. The reimbursement request must be for actual expenses incurred related to the Scope of Work identified in Section B and during the period of performance of this award.

- a) Requests for reimbursement, shall be accompanied by supporting documentation for the expense, including a line-item description of expenses incurred including details of Subrecipient’s non-cash match, and a line-item description of expenses incurred for each category as defined in Section C, Budget Narrative.
- b) The Subrecipient agrees to provide additional expenditure details upon request from Washoe County.

- c) If there are no expenditures for the required reporting period, the subrecipient will send an email to notify the Washoe County program contact that there is "No reimbursement request for XXXX (reference time period)".
- d) Reimbursement for any allocable costs conducted in a fiscal year, July 1st through June 30th, must be received by Washoe County no later than July 5th, following the fiscal year in which the expenditures occurred. Any reimbursement request received after this time period will be returned to the Subrecipient and will not be reimbursed by Washoe County and all costs associated with the returned reimbursement will be absorbed by the Subrecipient.
- e) All reports of expenditures and requests for reimbursements processed by Washoe County are SUBJECT TO AUDIT.
- f) The Subrecipient agrees to have written financial management, procurement, travel, human resources, and inventory policies and a conflict of interest standard consistent (or more restrictive) with Washoe County's standards and policies.

Additionally, the Subrecipient agrees to provide:

- g) A negotiated indirect rate (if applicable) consistent with the Washoe County Grant Policy.
- h) A final financial accounting of all expenditures to Washoe County within 30 days of the close of the period of performance. Any unobligated funds shall be returned, or if not already requested, shall be deducted from the final reimbursement.
- i) Upon production of all publications and materials produced with this award, copies will be sent to the Washoe County program manager, including electronic copies.
- j) In the event of termination, the Subrecipient shall: 1) repay any outstanding advance; 2) not be reimbursed any expenditures that occurred after the termination effective date; 3) maintain equipment purchased with grant funds during the period of performance, through-out the life of the program, returning capital assets upon program closure; 4) surrender any and all documents related to the grant that Washoe County deems necessary; and 5) repay Washoe County all grant funds found to be unallowable costs.

**Nevada CMIS/HMIS
(Community Management Information System/
Homeless Management Information System)**

PARTNER AGENCY PRIVACY AND DATA SHARING AGREEMENT

The Community Management Information System (CMIS) and Homeless Management Information System (HMIS) is a database that confidentially collects, uses, and releases client-level information related to homelessness. Client information is collected in the CMIS/HMIS and shared with nonprofit and community housing and services providers, who use it to improve housing and service quality.

The three Nevada Continuums of Care (CoC) are collectively responsible for all final decisions regarding policies and procedures, resource coordination, data integration, and vendor selection for the Nevada CMIS/HMIS. They established the Nevada HMIS Subcommittee to carry out these duties and direct the CMIS/HMIS Lead Agency (the “Subcommittee”). This Subcommittee is comprised of the following:

- CoC Representatives
- CMIS/HMIS Lead Agency Staff (Clark County Social Service)
- Local Jurisdictional Representatives
- Participating Agency Staff
- Consumers with current or previous experience of homelessness

The Subcommittee selected Clarity Human Services (“Clarity”), a product of Bitfocus, Inc. (“Bitfocus”) as the state’s HMIS software. The Nevada HMIS Subcommittee also contracts with Bitfocus to serve as the System Administrator for the CMIS/HMIS.

In order to access and otherwise participate in the Nevada CMIS/HMIS, the undersigned Partner Agency agrees as follows:

1. General Understandings:

- a. In this Partner Agency Privacy and Data Sharing Agreement (hereinafter “Agreement”), the following terms will have the following meanings:
 1. “Client” refers to a consumer of services provided by the Partner Agency.
 2. “Partner Agency” or “Partner Agencies” refers generally to any Agency participating in CMIS/HMIS; inclusive of community-based organizations and government agencies.
 3. “Partner Agency staff” refers to both paid employees and volunteers.
 4. “CoC Coordinator/Director” is the individual designated as the main point of contact for the CoC.

5. "CoC" is the Continuum of Care as defined by 24 CFR 578.3 of HUD's Continuum of Care (CoC) Program.
6. "CMIS/HMIS" refers to the Community/Homeless Management Information Systems administered by the Nevada HMIS Subcommittee.
7. "Enter(ing)" or "entry" refers to the entry of any client information into CMIS/HMIS.
8. "Shar(e)(ing)," or "Information Shar(e)(ing)" refers to the sharing of information that has been entered in CMIS/HMIS with another Partner Agency.
9. "Identified Information" refers to client data that can be used to identify a specific Client. Also referred to as "Confidential" data or information.
10. "De-identified Information" refers to data that has specific Client demographic information removed. Also referred to as "non-identifying" information.
11. "Comparable Database" means a database used by Victim Services Providers (VSPs) that is comparable to and complies with all HMIS requirements.
12. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
13. "Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
14. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.
15. "Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.
16. "Business Associate" means a person or business who, on behalf of a covered entity, creates, receives, maintains, or transmits protected health information (PHI) for any function or activity regulated by 45 CFR Part 160 Subpart A. Such functions or activities include, but are not limited to: claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities, billing, benefit management, practice management, and

repricing.

17. "Covered Entity" refers to any health plan, health care clearinghouse, and/or health care provider who transmits any health information, in electronic form, in connection with any transaction covered by 45 CFR Part 160 Subpart A.
 18. The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate Agreement, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.
 19. "Business Associate Agreement (BAA)" means the Clark County Business Associate Agreement.
- b. Client information is collected in the CMIS/HMIS and shared with Partner Agencies. Partner Agencies use the information in CMIS/HMIS to improve housing and services quality; coordinate referral and placements for housing and services, identify patterns and monitor trends over time; conduct needs assessments and prioritize services for certain homeless and low-income subpopulations; enhance inter-agency coordination; and monitor and report on the delivery, impact, and quality of housing and services.
 - c. Subject to the direction of the Nevada HMIS Subcommittee, Bitfocus will act as the CMIS/HMIS System Administrator and will assume responsibility for overall project administration; hosting of the CMIS/HMIS technical infrastructure; and restricting or allowing access to the CMIS/HMIS to the Partner Agencies per the direction of the Nevada HMIS Subcommittee.
 - d. The Partner Agency recognizes the Nevada HMIS Subcommittee as the CMIS/HMIS Lead to be the decision-making and direction-setting authority regarding the CMIS/HMIS, including, without limitation, regarding process updates, policy and practice guidelines, data analysis, and software or hardware upgrades.
 - e. The Partner Agency will designate a staff member to attend CMIS/HMIS Agency Data Lead meetings regularly, and the Partner Agency understands that Bitfocus, as the agent of the Nevada HMIS Subcommittee, will be responsible for coordinating CMIS/HMIS Agency Data Lead activities subject to the direction of the Nevada HMIS Subcommittee as the CMIS/HMIS Lead.

2. Confidentiality:

- a. The Partner Agency will not enter information into CMIS/HMIS that it is not authorized to enter; nor designate information for sharing that it is not authorized to share, under any relevant federal, state, or local confidentiality laws, regulations, or other restrictions applicable to Client information.
- b. The Partner Agency will use its reasonable best efforts to comply with Federal confidentiality regulations as contained in the Code of Federal Regulations, 42

CFR Part 2, regarding disclosure of alcohol and/or drug abuse records. The Partner Agency understands that federal laws and regulations restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients. The Partner Agency will use its reasonable best efforts to comply with the 2004 HUD HMIS Data and Technical Standards Final Notice linked [here](#).

If the Partner Agency is subject to any laws or requirements that restrict the Partner Agency's ability to either enter or authorize sharing of information, the Partner Agency will ensure that any entry it makes and all designations for sharing fully comply with all applicable laws or other restrictions.

- c. The Partner Agency will use its reasonable best efforts to comply with the Health Insurance Privacy Portability and Accountability Act (HIPAA) of 1996 and corresponding regulations adopted by the U.S. Department of Health and Human Services.
- We are not a Covered Entity or Business Associate. We do not enter, access, or process Protected Health Information in HMIS.
 - We are not a Covered Entity or Business Associate. We want to access to client information served by Covered Entities which includes Protected Health Information in HMIS. We agree to follow Nevada HMIS HIPAA Policies and Procedures. A copy of our fully executed Business Associate Agreement (BAA) is attached.
 - We are a Covered Entity. We are bound by and agree to follow Nevada HMIS HIPAA Policies and Procedures. A copy of our fully executed Business Associate Agreement (BAA) is attached.
 - We are a Business Associate. We are bound by and agree to follow Nevada HMIS HIPAA Policies and Procedures. A copy of our fully executed BAA is attached.
- d. The Partner Agency will use its reasonable best efforts to comply with the laws of the State of Nevada regarding substance abuse and medical records.
- e. To the extent that information entered by the Partner Agency, into CMIS/HMIS, is or becomes subject to additional restrictions, the Partner Agency will immediately inform the Nevada HMIS Subcommittee and Bitfocus, in writing, of such restrictions.
- f. The Partner Agency shall comply with the Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA). No Identified Information may be entered into CMIS/HMIS for Clients in licensed domestic violence programs (Victim Service Providers) or for Clients actively fleeing domestic violence situations.
1. See *Section 9 Domestic Violence or Human Trafficking* for further information about Victim Service Providers.

3. Information Collection, Release, and Sharing Consent:

- a. Collection of Client-Identified Information: A Partner Agency shall collect client-
Nevada CMIS/HMIS Partner Agency Privacy & Data Sharing Agreement 08/25

identified information only when appropriate to the purposes for which the information is obtained or when required by law. A Partner Agency must collect client information by lawful and fair means, with the knowledge or consent of the individual.

- b. Obtaining Client Consent: In obtaining client consent, each adult Client in the household must sign the approved Nevada Community Management Information System (CMIS) Client Consent for Data Collection and Release of Information (ROI) Form to indicate consent to enter client-identified information into CMIS/HMIS. The ROI can be found on the NVCMIS website at <https://nvcmis.bitfocus.com>.
 1. If minors are present in the household, at least one parent or guardian in the household must consent to minors by writing their names on the Client Consent to Data Collection and Release of Information Form.
 2. If any adult member of a household does not provide written consent, identifying information may not be entered into CMIS/HMIS for *anyone* in the household.
 3. In accordance with NRS 244.426, unaccompanied youth (aged 12 or older) may consent to have their personally identifying information entered in CMIS/HMIS.
 4. The CoC and/or its contractors may conduct periodic audits to enforce informed consent standards, but the primary oversight of this function is between agencies.
- c. If a Client does not grant authorization to share basic identifying information and non-confidential service data via the CMIS/HMIS, then such information should not be provided to CMIS/HMIS. The Partner Agency will enter any information required for service/program/project delivery using the anonymous client data entry process and can maintain a physical file that maintains pertinent information regarding Client(s).
- d. The Partner Agency agrees to maintain documentation of client consent to participate in the CMIS/HMIS for a minimum of six (6) years; pursuant to the State of Nevada Records Retention Schedules and HIPAA Regulations 45 CFR 164.530(j) and 45 CFR 164.524(e).
- e. The Partner Agency will incorporate in its Client's Grievance Policy the CMIS/HMIS Client Grievance Policy as outlined in Section 10 of the Standard Operating Procedures (SOP) or add the CMIS/HMIS Procedures as an addendum. The SOP can be found on the NVCMIS website at <https://nvcmis.bitfocus.com>.
- f. The Partner Agency will incorporate into its Privacy Notice the protocols taken by Partner Agency staff to protect the protected personal information of Clients to include the CMIS/HMIS Privacy Notice which can also be found in the SOP (Section 11).

4. Revoking Consent:

Nevada CMIS/HMIS Partner Agency Privacy & Data Sharing Agreement 08/25

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- a. A Client may withdraw or revoke consent for client-identified information collection by signing the Client Revocation of Consent Form. If a Client revokes their consent, the Partner Agency is responsible for obtaining a Client Revocation of Consent Form signed by the Client and immediately contacting the CMIS/HMIS System Administrator (Bitfocus) at: nevada@bitfocus.com or 702-614-6690 or 775-562-4644 to have the client record de-identified.
 - b. Consent may be revoked verbally for records pertaining to drug/alcohol treatment and for records where the Client is actively fleeing domestic violence. If consent is revoked verbally to the Partner Agency, the Partner Agency shall immediately inform Bitfocus of such revocation, in writing.
 - c. The Partner Agency will notify Bitfocus to de-identify the Client in the CMIS/HMIS to remove identifying information from the Client's record. The Partner Agency may retain the Unique Identifier for that Client for reporting purposes.
5. **Conditioning of Services:** The Partner Agency understands that the provision of services is not, and will never be, contingent upon a Client's participation in the CMIS/HMIS, and that the CoC does not require or imply otherwise.
 6. **Re-release Prohibited:** The Partner Agency shall not release any client identifying information received from CMIS/HMIS to any other person, or without written client consent, except when required by law. Notwithstanding the prior provisions, any release of information, allowed by law, but not required, shall be reviewed and approved by CoC Coordinator/Director or designee of the respective CoC. Any requests for information from or related to CMIS/HMIS, that are for purposes other than providing services to Clients in the routine course of business, should be sent to Bitfocus and the Nevada HMIS Subcommittee. The Partner Agency will also be encouraged to seek its legal advice if required by law to provide identifying confidential client information. This includes, but is not limited to, client contact or location information and client program or service participation.

The Partner Agency agrees that client information obtained from within the CMIS/HMIS is not to be used for criminal investigation of Clients unless required by law in compliance with court orders, warrants, and subpoenas.

7. **Client Inspection/Correction:** The Partner Agency shall allow a Client to inspect and obtain a copy of his/her personal information upon request. The Partner Agency shall also allow a Client to correct inaccurate information. Corrections may be made by way of a new entry that is in addition to, but is not a replacement for, an older entry that is deemed inaccurate.
8. **Information Entry Standards:**
 - a. Information entered into the CMIS/HMIS by the Partner Agency shall be

- truthful, accurate, and complete to the best of the Partner Agency's knowledge.
- b. The Partner Agency shall enter data in accordance with established Data Quality Plans including, but not limited to, minimum standards, determined benchmarks, and monitoring practices.
 - c. The Partner Agency shall **not** solicit from Clients or enter information about Clients into the CMIS/HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct program evaluation, to administer the program, or to comply with regulatory requirements.
 - d. The Partner Agency shall only enter information into the CMIS/HMIS database concerning individuals that it serves or intends to serve, including through referral.
 - e. The Partner Agency shall maintain the security and confidentiality of CMIS/HMIS information and is responsible for the actions of its users and their training and supervision. Partner Agencies will follow the User Policies and Responsibility Statement, as found in Exhibit G of the Nevada Clarity HMIS Governance or on the NVCMIS website at <https://nvcmis.bitfocus.com> as well as the BAA, as articulated in Section 2(c)(1) of this Agreement.
 - f. The Partner Agency shall not alter or overwrite program data and history entered by another Partner Agency.
 - g. Discriminatory comments based on race, ethnicity, ancestry, skin color, religion, sex, gender identity, sexual orientation, national origin, age, familial status, or disability are not permitted in CMIS/HMIS and will subject a user or Partner Agency to immediate suspension.
 - h. The Partner Agency understands that data entry and quality is monitored regularly and shall respond to requests for data review and/or correction as directed by Bitfocus, the State HMIS Lead Agency, or respective CoC Coordinator/Director or designee. Failure to respond to these requests may result in progressive corrective action plans up to and including removal of individuals or the Partner Agency.

9. Domestic Violence or Human Trafficking:

- a. If the Partner Agency is funded by VAWA, or if the population the Partner Agency serves is more than 75% fleeing Domestic Violence or Human Trafficking, then the Partner Agency must use a Comparable Database and not the regular CMIS/HMIS.
- b. If a Client identifies as fleeing Domestic Violence, or is a victim of Human Trafficking, they should be de-identified within the regular CMIS/HMIS; with service information retained for reporting purposes.
- c. Each Partner Agency shall follow policy for creating de-identified Clients and all non-identifying information for the Client shall be retained into the CMIS/HMIS.
- d. Partner Agencies that provide domestic violence services (Victim Service Providers) must enter client data in a Comparable Database and share with the

respective CoC as appropriate.

10. Use of CMIS/HMIS:

- a. The Partner Agency will gain access to the system only after completion of the Clarity general training and will be required to complete mandatory training, facilitated by Bitfocus, throughout the year; as deemed appropriate by the Nevada HMIS Subcommittee.
- b. The Partner Agency shall be responsible for complying with all CMIS/HMIS policies and procedures. This includes protection against any anticipated threats or hazards to the security or integrity of CMIS/HMIS Data and protection against unauthorized access to or use of CMIS/HMIS Data that could result in substantial harm or inconvenience to any Client or CMIS/HMIS user.
- c. When conducting activities associated with the Coordinated Entry System, the Partner Agency will utilize the CMIS/HMIS as part of the Coordinated Entry (CE) system following their respective CoC CE Standard Operating Procedures. Use of CMIS/HMIS for CE includes, but is not limited to: entering data for the approved CE tools to place a Client into the priority pool for referral to housing programs, and accepting referrals for Clients from the Coordinated Entry system.
- d. The Partner Agency shall use the CMIS/HMIS database for legitimate purposes only.
- e. The Partner Agency shall not use CMIS/HMIS in violation of any federal or state law, including, but not limited to: copyright, trademark, and trade secret laws, and laws prohibiting the transmission of material, which is threatening, harassing, or obscene.
- f. Offensive language and profanity, unless directly quoting a Client, are not permitted in CMIS/HMIS.
- g. The Partner Agency shall not use the CMIS/HMIS database to defraud federal, state, or local government, individuals, or entities, or conduct any illegal activity.

11. Proprietary Rights of the CMIS/HMIS: The Partner Agency and Bitfocus, as the CMIS/HMIS System Administrator, understand and recognize that they are custodians of CMIS/HMIS data

- a. If this Agreement is terminated, the remaining participating agencies will maintain their right to the use of all client data previously entered by the former participating Partner Agency, subject to all the other provisions of this Agreement.

12. Incidents of unauthorized access: Should confidential and/or legally protected client data be divulged to unauthorized third parties, the Partner Agency shall be responsible for complying with all applicable federal and state laws and regulations, and shall be solely responsible for the costs associated with any activities and actions required. The Partner Agency shall take appropriate action to address any incident of unauthorized access to CMIS/HMIS. These actions must include:

- a. Immediately working to remedy or mitigate the issue that resulted in such unauthorized access.
- b. Notifying, in writing, Bitfocus, the State HMIS Lead Agency, and the CoC Coordinator/Director or designee for the respective CoC within 24 hours of any incident of unauthorized access to CMIS/HMIS data, or any other breach in the Partner Agency's security that materially affects CMIS/HMIS.
- c. Upon request from the respective CoC, the Partner Agency shall provide a corrective action plan that addresses the incident and is designed to ensure compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions in this Agreement; and
- d. The Partner Agency shall be responsible for notifying all impacted Clients, in writing.

13. Guidelines on Removing Partner Agencies or Users

Voluntary Removal: If a Partner Agency or user no longer wants to access the CMIS/HMIS, they simply need to inform Bitfocus of such a decision in writing. In the case of user removal, it is the Partner Agency's responsibility to contact Bitfocus, in writing, within 72 hours so the User ID can be deactivated to prevent unauthorized access to the system. A Partner Agency requesting removal from the CMIS/HMIS understands the following:

- a. The Partner Agency will receive, upon request, one copy of the data it has input into the CMIS/HMIS. Such copy will be in a format determined by Bitfocus. The Partner Agency will be given an appropriate description of the data format.
- b. Any data the Partner Agency enters into the system will remain in the system to produce aggregate non-identifying reports. Any such Partner Agency information will remain in the system, but will be marked as inactive.
- c. The Partner Agency understands and accepts any ramifications of not participating in the CMIS/HMIS, including, but not limited to: the health of the service delivery system, the ability to receive federal funding, federal reporting, coordinated entry, etc.

Involuntary Removal: The Nevada HMIS Subcommittee and Bitfocus need to provide a secure service for all users. Any action(s) that threaten(s) the integrity of the system shall not be tolerated.

- a. Bitfocus, the State HMIS Lead Agency, or respective CoC Coordinator/Director or designee reserves the right to modify, limit, or suspend any user account, or remove any Partner Agency, at any time, if there is a security risk to the system.
- b. Any improper use of the CMIS/HMIS is subject to immediate suspension of the user's account. The penalties imposed on a user for improper system use will vary based on the level of the offense. Typically, the user will receive a warning upon the first offense. However, if the offense is severe enough, Bitfocus, the State HMIS Lead Agency, or respective CoC Coordinator/Director or designee reserves the right to disable the account immediately and, in extreme cases, to disable all users' access at the Partner Agency in question.
- c. Bitfocus will contact the Partner Agency within one (1) business day of any such

- suspension.
- d. If a user's account is suspended, only the Executive Director (or acting Executive Director) for a Partner Agency may request account re-activation. Suspended users may be required to attend additional training before having their access reinstated at the discretion of Bitfocus, the State HMIS Lead Agency, or respective CoC Coordinator/Director or designee.
 - e. If a Partner Agency is removed from the system, it must submit a written request for reinstatement to the Nevada HMIS Subcommittee and Bitfocus. If the Partner Agency is not reinstated into the system after review of its reinstatement request, the Partner Agency will be given one copy of its data, upon request, in a format that will be determined by Bitfocus. (The Partner Agency will also be provided with a description of the data format.) Data will not be given to the Partner Agency until all hardware (firewalls, etc.) belonging to Bitfocus is returned. Any fees paid for participation in the CMIS/HMIS will not be returned.

14. Reports

- a. The Partner Agency understands that it will have full access to all identifying and statistical data on the Clients it serves.
- b. The Partner Agency understands that access to data on those it does not serve will be limited, or not available, depending on the sharing agreement(s) maintained with other participating agencies.
- c. Reports containing client information not served by the Partner Agency are limited to statistical and frequency reports that do not disclose identifying information.
- d. The Partner Agency understands that before non-identifying statewide aggregate information collected by the CMIS/HMIS is disseminated to participating agencies or funding sources, it shall be authorized by the Nevada HMIS Subcommittee. The authorization may be granted through a regular Subcommittee meeting or through email agreement. If urgent requests from an authorized entity indicate that it is unreasonable and unnecessary to wait for approval, the Administrator and the Nevada HMIS Subcommittee Chair must concur on such dissemination. Nevada HMIS Subcommittee members will be notified immediately of the Chair's decision, and a report will be provided at the next Subcommittee meeting.
- e. The Partner Agency understands that before non-identifying CoC-wide aggregate data is disseminated it shall be authorized by the CoC Coordinator/Director or designee.
- f. When providing reports to the public, the CoC will use its reasonable best efforts to screen and remove any and all proprietary information about Partner Agencies or their services, procedures, or Clients without written permission of the Partner Agency.

15. Insurance

- a. Except as otherwise expressly provided in this Agreement, neither the Partner Agency nor the CoC make any representations or warranties, express or implied.

Each of the parties will obtain and keep in force insurance in such amounts and cover such risks for the benefit of the Nevada HMIS Subcommittee, the CoC, Bitfocus, Inc., and participating agencies. Neither of the parties shall be liable to the other or to any other person or entity for damages, losses, or injuries other than if and to the extent the same is the result of gross negligence or willful misconduct by the management of the Partner Agency or the CoC.

16. Standard Terms and Conditions

- a. This Agreement is the complete and exclusive statement of the agreement between the parties, and it supersedes all prior Partner Agency Agreements, oral or written, relating to the subject matter of this Agreement.
- b. Neither party shall have the right to assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
- c. This Agreement shall remain in force until revoked, in writing, by either party with thirty (30) days' advance written notice. Notwithstanding the foregoing, if there is credible evidence regarding a potential or actual breach of this Agreement and the nature of the breach threatens the integrity of the CMIS/HMIS, the Nevada HMIS Subcommittee as the CMIS/HMIS Lead will have the right to immediately suspend or restrict the access rights of the breaching party to the CMIS/HMIS pending investigation and resolution of the matter to the extent reasonably required to protect the integrity of the system.
- d. If this Agreement is terminated, all participating Partner Agencies maintain their rights to the use of all client information previously entered into the CMIS/HMIS, subject to the terms of this Agreement and other applicable rules, regulations, and agreements.
- e. This Agreement is made solely for the protection of the rights, and duties for the Nevada HMIS Subcommittee, the CoCs, Bitfocus, Inc., the Partner Agency and their personal representatives, successors, and assignees. No other person or entity shall have any rights of any nature under this Agreement or by reason hereof. Without limiting the generality of the preceding sentence, no user of the CMIS/HMIS system in his or her capacity as such and no current, former or prospective Client of any Partner Agency shall have any rights of any nature under this Agreement or by reason hereof.
- f. The Partner Agency will notify Bitfocus, in writing, within 72 hours should an end user be terminated or separated from the Partner Agency.

17. Compliance with Applicable Executive Orders and Federal Funding Requirements

Pursuant to changes in the federal Administration and, thereby, the requirements for the award of federal grants that fund the CMIS/HMIS, Clark County Social Services, as the CMIS/HMIS Lead Agency, has modified its policies and procedures. No changes have been made to any of the above provisions, as far as they relate to data collection and storage. However—based upon the current Administration's policies, conditions placed upon the acceptance of federal grant funds, and the

provisions of any relevant or applicable Executive Orders—any use of the data subject to this Agreement, which may result in the granting of federally funded resources or benefits, must comply with all Executive Orders; current and prospective. By executing this Agreement, Partner Agency acknowledges and agrees:

- a. To the above-stated parameters and conditions;
- b. That further changes to the Administration's policies may necessitate further amendments, by Clark County Social Services in consultation with the Nevada HMIS Subcommittee, of this Agreement;
- c. That it shall, to the best of its ability, ensure compliance with the above parameters and conditions, for any and all of its employees, contractors, affiliates, third-party partners, or other associates, insofar as those dealings may involve the use of CMIS/HMIS federal funding; and
- d. That it shall protect, hold harmless, indemnify, and defend Clark County Social Services from and against any and all liability, damages, demands, claims, suits, liens, and judgments for violations of the above parameters and conditions—current and prospectively amended—by Partner Agency and/or any of its employees, contractors, affiliates, third-party partners, or other associates.

**Nevada Community Management Information System / Homeless Management
Information System (CMIS/HMIS)
PARTNER AGENCY PRIVACY AND DATA SHARING AGREEMENT**

This Partner Agency Privacy and Data Sharing Agreement (the “Agreement”) is

entered into by _____
 (“Partner Agency,” or “Agency”), to clarify the rights and responsibilities of the Parties regarding access to and use of the CMIS/HMIS data by the Partner Agency.

By signing, I agree to fulfill all the responsibilities enumerated in the CMIS/HMIS Partner Agency Privacy and Data Sharing Agreement.

DATED this ____ day of _____, 20__.

Executive Director / Chief Executive Officer / Authorized Official Signature

Executive Director / Chief Executive Officer / Authorized Official Printed Name

Business Associate Agreement

This Business Associate Agreement (“Agreement”) is made effective the date of the last signature below, by and between **Clark County, Nevada** (hereinafter referred to as “Covered Entity”), with its principal place of business at 500 S. Grand Central Parkway, Las Vegas, Nevada, 89155, and _____, hereinafter referred to as “Business Associate”, (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Rules”); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the “Health Information Technology for Economic and Clinical Health” (“HITECH”) Act, as well as the Genetic Information Nondiscrimination Act of 2008 (“GINA,” Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the “Final Rule,” and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a “Business Associate” of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled “Underlying Agreement”); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement; and

THEREFORE, in consideration of the Parties’ continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

I. DEFINITIONS

- A. “*HIPAA Rules*” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- B. “*Protected Health Information*” means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. “Protected Health Information” includes without limitation “Electronic Protected Health Information” as defined below.
- C. “*Electronic Protected Health Information*” means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the “Final Rule,” and the Final Rule significantly impacted and expanded Business Associates’ requirements to adhere to the HIPAA Rules.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- A. Business Associate agrees that all uses, and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- B. Business Associate agrees to use or disclose Protected Health Information solely:
 - i. For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
 - ii. as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- C. Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a “Business Associate Agreement” with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).
- D. Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:
 - i. Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
 - ii. Utilizing Protected Health Information for any activity that might be deemed “Marketing” under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

- A. Business Associate agrees:
 - i. To implement appropriate safeguards and internal controls designed to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement, the Underlying Agreement or by the HIPAA Rules.
 - ii. To implement “Administrative Safeguards,” “Physical Safeguards,” and “Technical Safeguards” as defined in the HIPAA Rules designed to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316, as applicable.
 - iii. To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (“Security Incident”) upon discovery of the Security Incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence and attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required “Unsuccessful Security Incidents” shall include, but not limited to, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on

attempts, denials of service and any other combination of the above, so long as no such incident results in unauthorized access to, or use and disclosure of PHI.

- B. When a known and confirmed impermissible acquisition, access, use, or disclosure of Protected Health Information (“Breach”) occurs, Business Associate agrees:
- i. To notify the Covered Entity HIPAA Program Management Office within 15 days of discovery of the Breach, and
 - ii. Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
 - iii. To reasonably cooperate with Covered Entity’s analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
 - iv. To pay all reasonable actual costs associated with the notification of affected individuals and reasonable actual costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

A. Business Associate agrees:

- i. To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provide by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement. This access may be provided by Business Associate electronically if possible. If an audit does occur, the Covered Entity will include a follow up audit in approximately six months to a year after the original review. The follow up audit would only include a review of items identified in the original audit.
- ii. That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate’s records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity’s or Business Associate’s compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

A. At the Covered Entity’s Request, Business Associate agrees:

- i. To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
- ii. To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
- iii. To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
- iv. To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the

HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period

of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year executed by the last signatory.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____
DEPARTMENT HEAD

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

THE DISTRICT ATTORNEY’S OFFICE HAS REVIEWED THIS DOCUMENT AND APPROVES AS TO FORM

**STEVEN B. WOLFSON
DISTRICT ATTORNEY**

By: _____
Brandon M. Thompson
Deputy District Attorney

Date: _____

**Nevada Community Management Information System/
Homeless Management Information System (CMIS/HMIS)
Agency Data Lead Responsibilities Agreement**

It is a requirement of the Community Management Information System (CMIS) and Homeless Management Information System (HMIS) Standard Operating Procedures that each CMIS/HMIS Partner Agency assign a designated CMIS/HMIS Agency Data Lead. The purpose of this document is to clarify the roles and responsibilities of the designated Agency Data Lead.

General Understandings:

In this Agency Data Lead Agreement (hereinafter “Agreement”), the following terms will have the following meanings:

1. "Client" refers to a consumer of services provided by the Partner Agency.
2. "Partner Agency" or "Partner Agencies" refers generally to any Agency participating in CMIS/HMIS; inclusive of community-based organizations and government agencies.
3. "Partner Agency staff" refers to both paid employees and volunteers.
4. "CMIS/HMIS" refers to the Community/Homeless Management Information Systems administered by the Nevada HMIS Subcommittee.
5. "CMIS/HMIS End Users," or "End Users" authorized agents and representatives
6. "Enter(ing)" or "entry" refers to the entry of any client information into CMIS/HMIS.
7. "Shar(e)(ing)," or "Information Shar(e)(ing)" refers to the sharing of information that has been entered in CMIS/HMIS with another Partner Agency.
8. "Identified Information" refers to client data that can be used to identify a specific Client. Also referred to as "Confidential" data or information.
9. "De-identified Information" refers to data that has specific Client demographic information removed. Also referred to as "non-identifying" information.
10. "Comparable Database" means a database used by Victim Services Providers (VSPs) that is comparable to and complies with all HMIS requirements.
11. "CoC Coordinator/Director" is the individual designated as the main point of contact for the CoC.

Who are the Agency Data Leads?

CMIS/HMIS users who have been identified by the Partner Agency CEO, Executive Director or Authorized Official as having the willingness, experience and ability to ensure accurate and complete CMIS/HMIS data entry, communicate well across all their Partner Agency programs, and serve as the on-site experts and trainers to other CMIS/HMIS users within the Partner Agency. The designated Agency Data Lead has responsibility for the administration of the CMIS/HMIS in their Partner Agency.

The Agency Data Lead is responsible for:

Communication and End User Management

- Serving as the primary contact for all communication related to the CMIS/HMIS at the Partner Agency and forwarding such information to all Agency End Users as deemed appropriate.
- Requesting End User account access and deactivating End User access when End Users leave the Partner Agency.

- Maintaining an active Agency End User list and always understanding the Partner Agency license capacity.
- Overseeing the Partner Agency’s compliance with the most up to date Partner Agency Privacy and Data Sharing Agreement, CMIS/HMIS Standard Operating Procedures, and all other applicable plans, forms, manuals, standards, agreements, policies, and governance documents.
- Detecting and responding to violations of any applicable CMIS/HMIS plans, forms, manuals, standards, agreements, policies, and governance documents.

Training and Support

- Providing first-level End User support and troubleshooting, elevating to the HMIS Administrator, State HMIS Lead Agency, CoC Coordinator/Director or designee as outlined in CoC policy only as additional technical assistance is required.
- Ensure all Agency End Users complete the required New User General Training, Annual Security and Privacy Training, and all other mandatory trainings.
- Retain documentation of training completion and forward it to the CMIS/HMIS System Administrator.
- Attend all CMIS/HMIS trainings and Agency Lead meetings and relay all knowledge and training to agency End Users.
- Responsible for ongoing training and support of all Agency Staff apart from the trainings offered by Bitfocus, Inc.

Information Entry Standards, Reporting, and Quality Assurance

- Ensuring complete and accurate data collection by Agency End Users as established by CMIS/HMIS plans, forms, manuals, standards, agreements, policies, and governance documents.
- Performing only authorized imports of client-level data.
- Working with Bitfocus to configure provider preferences (including assessments, referrals, services, etc.) in CMIS/HMIS.
- Maintaining complete and accurate Partner Agency and program descriptor data in CMIS/HMIS.
- Responsible for Partner Agency data quality including:
 - Responding to data quality requests from Bitfocus, State HMIS Lead Agency, CoC Coordinator/Director or designee in a timely manner or by stated due dates.
 - Working with community partners to resolve data quality issues when affecting Partner Agency data.
- Completing Partner Agency-level reporting and/or supporting agency programs according to applicable reporting standards established by the U.S. Department of Housing and Urban Development (“HUD”) and local funders.

Confidentiality, Client Consent, and Privacy

- The Partner Agency agrees to allow access to CMIS/HMIS from agency computers and Portable Electronic Devices, assure compliance with the Nevada CMIS/HMIS Partner Agency Privacy and Data Sharing Agreement.
- Ensuring workstation computers are password-protected and locked when not in use, ensuring that nonauthorized persons are unable to view any CMIS/HMIS workstation computer monitor, and ensuring that documents printed from CMIS/HMIS are sent to a printer in a secure location where only Authorized Persons have access.

- Safeguarding client privacy by ensuring Partner Agency and Agency End User compliance with all HUD Rules.
- Notifying the System Administrator when a client revokes consent and the record needs to be de-identified.
- Investigating potential and actual breaches of either CMIS/HMIS system security or client confidentiality and security policies, and immediately notifying in writing the State HMIS Lead Agency, the CoC Coordinator/Director or designee, and the System Administrator.

Failure to fulfil the responsibilities outlined above will be reported to the CoC Coordinator/Director or designee and further action may occur, up to and including, termination of all access to CMIS/HMIS.

Nevada Community Management Information System / Homeless Management Information System (CMIS/HMIS) Agency Data Lead Responsibilities Agreement

This Agency and Data Lead Agreement is entered into by

 (“Agency”), to clarify the responsibilities of the Parties regarding responsibilities of the Agency Data Lead.

By signing, I agree to fulfill all the responsibilities enumerated in the CMIS/HMIS Agency Data Lead Agreement.

Dated this _____ day of, _____ 2025

 Agency Data Lead Official Printed Name

 Agency Data Lead Official Signature

 Agency Data Lead Official Printed Name

 Agency Data Lead Official Signature

 Agency Data Lead Official Printed Name

 Agency Data Lead Official Signature

 Executive Director / Chief Executive Officer / Authorized Official Printed Name

 Executive Director / Chief Executive Officer / Authorized Official Signature

Section E – INSURANCE, HOLD HARMLESS AND INDEMNIFICATION
REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS HHS OPIOID STREET
OUTREACH

INDEMNIFICATION

SUBRECIPIENT Liability

As respects acts, errors or omissions in the performance of SUBRECIPIENT services, SUBRECIPIENT agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by SUBRECIPIENT'S negligent acts, errors or omissions in the performance of its SUBRECIPIENT services under the terms of this agreement.

SUBRECIPIENT further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of SUBRECIPIENT or its Sub-contractor in the performance of their SUBRECIPIENT services under the Agreement.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of SUBRECIPIENT services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, SUBRECIPIENT agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of SUBRECIPIENT (or Sub-contractor, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

GENERAL REQUIREMENTS

COUNTY requires that SUBRECIPIENT purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and Professional Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by SUBRECIPIENT, its agents, representatives, employees or Sub-contractors. The cost of all such insurance shall be borne by SUBRECIPIENT.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for SUBRECIPIENT or any Sub-contractor by COUNTY. SUBRECIPIENT agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If SUBRECIPIENT or Sub-contractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should SUBRECIPIENT be self-funded for Industrial insurance, SUBRECIPIENT shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

MINIMUM LIMITS OF INSURANCE

SUBRECIPIENT shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Professional Errors and Omissions Liability: \$1,000,000 per occurrence and \$3,000,000 as an annual aggregate. Premium costs incurred to increase SUBRECIPIENT'S insurance levels to meet minimum contract limits shall be borne by the SUBRECIPIENT at no cost to the COUNTY.

SUBRECIPIENT will maintain PROFESSIONAL liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that SUBRECIPIENT goes out of business during the term of this Agreement or the three (3) year period described above, SUBRECIPIENT shall purchase Extended Reporting Coverage for claims arising out of SUBRECIPIENT'S negligent acts, errors and omissions committed during the term of the Professional Liability Policy.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages
 - a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of SUBRECIPIENT, including the insured's general supervision of SUBRECIPIENT;

products and completed operations of SUBRECIPIENT; or premises owned, occupied or used by SUBRECIPIENT. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.

- b. SUBRECIPIENT'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of SUBRECIPIENT'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.
- d. SUBRECIPIENT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. SUBRECIPIENT'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning SUBRECIPIENT and insurance carrier. COUNTY reserves the right to require that the SUBRECIPIENT'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

SUBRECIPIENT shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-CONTRACTORS

SUBRECIPIENT shall include all Sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each Sub-contractor. Sub-contractor shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. SUBRECIPIENT shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by SUBRECIPIENT, any Sub-contractor, or anyone employed, directed or supervised by SUBRECIPIENT.

2. Nothing herein contained shall be construed as limiting in any way the extent to which SUBRECIPIENT may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-contractors under it.
3. In addition to any other remedies COUNTY may have if SUBRECIPIENT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order SUBRECIPIENT to stop work under this Agreement and/or withhold any payments which become due SUBRECIPIENT here under until SUBRECIPIENT demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.

**Section F – ADDITIONAL TERMS AND CONDITIONS RELATED TO COMPLIANCE
WITH FEDERAL AND STATE FUNDING REQUIREMENTS**

This project is expected to be supported with Federal funds. The Contractor is responsible for understanding and complying with all applicable requirements and provisions.

From 2 CFR 200 - Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- (A) Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and terminations shall specify the date of termination of the Agreement, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under the Agreement. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds:
- i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
 - ii. If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - iv. If the County materially breaches any material duty under this Agreement and any such breach impairs the Contractor's ability to perform; or
 - v. It is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or
 - vi. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Agreement.
- (B) Termination Without Cause. This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 15 calendar days from the date of service of the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. If this agreement is unilaterally terminated by the County, Contractor shall use its best efforts to minimize the cost to the County and Contractor will not be paid for any cost that Contractor could have avoided.
- (C) Equal Opportunity Employment. During the performance of this contract, the contractor agrees that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. This includes provisions for compliance with **the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3)**, in which the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- (J) Vietnam Veterans. The Contractor agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
- (K) Americans with Disabilities Act. The Contractor agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended
- (L) Procurement of recovered materials § 200.323. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (M) Domestic Preferences for Procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "produced in United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "Manufactured Products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass; including optical fiber; and lumber.
- (N) Access and Retention of Records
 - i. The Contractor agrees to provide the COUNTY, relevant federal agency or any of their authorized representatives, Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - iii. The Contractor agrees to provide relevant federal agency or any of their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (O) Compliance with Federal Law, Regulations, and Executive Orders. Contractor acknowledges that if Federal financial assistance will be used to fund all or a portion of the contract, the contractor will comply with all applicable Federal law, regulations, executive orders.

- (P) Prohibition on certain telecommunications and video surveillance services or equipment § 200.216. Prohibited from obligating or expending funds to enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
- (Q) Domestic preferences for procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (R) Hatch Act. Neither CONTRACTOR program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.
- (S) Drug-Free Workplace Requirements. Contractor agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. Contractor certifies that it will provide a drug-free workplace by:
- i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - ii. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);
 - iv. Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - v. Notifying the agency within ten days after receiving notice under subparagraph (iv) (b) from an employee or otherwise receiving actual notice of such convictions;
 - vi. Taking one of the following actions, within 30 days of receiving notice under subparagraph (iv) (b), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v) and (vi).

(T) Fraud and False or Fraudulent Statements Or Related Acts 31 U.S.C. Chap. 38. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

(U) Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders.

(V) Solicitations to Women and Minority Owned Businesses. The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, these steps include:

- i. Placing qualified small and minority owned businesses and women's business enterprises on solicitation lists;
- ii. Assuring that, in the instance that solicitation lists are maintained, qualified small and minority businesses, and women's business enterprises are placed on the list;
- iii. The Nevada Department of Transportation provides a listserv of Women and Minority owned business and can be utilized at ndot@dbesystem.com;
- iv. When economically feasible, divide total requirements into smaller tasks or quantities to maximize small and minority businesses, and women's business enterprises participation;
- v. Where the requirement permits, when establishing delivery schedules, encourage participation by small and minority businesses, and women's business enterprises;
- vi. Where available, use services and assistance of organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(W) Build America, Buy America Act. The contractor and its sub-contractors shall comply with the Build America, Buy America provisions set forth in Pub. L. No. 117-58, §§7091-52 for infrastructure projects requiring the use of steel, iron, and manufactured goods produced in the United States, in accordance with the conditions set forth therein. the Contractor self-certifies and acknowledges that iron, steel, and other manufactured products for construction must be made in America and sourcing documentation must be maintained for audit purposes.

(X) Contract Changes or Modifications. Must be agreed upon in writing and signed by both parties.

(Y) No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

LOBBYING ASSURANCES

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

DEBARMENT, SUSPENSION, INELIGIBILITY, or VOLUNTARY EXCLUSION

The undersigned contractor or subcontractor certifies, to the best of his/her knowledge and belief, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency or program.
2. Where either the contractor or subcontractor is unable to certify to any of the above statements, the contractor or subcontractor shall attach an explanation as to why they are unable to submit certification.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

All contractors with awards of \$50,000 or more will be required to be registered with SAM.gov prior to execution of the agreement.

BUILD AMERICA, BUY AMERICA (BABA) ACT

The contractor and its sub-contractors shall comply with the Build America, Buy America provisions set forth in Pub. L. No. 117-58, §§7091-52 for infrastructure projects requiring the use of steel, iron, and manufactured goods produced in the United States, in accordance with the conditions set forth therein.

Absent a federal waiver, all iron, steel, manufactured products, and construction materials permanently incorporated in this infrastructure project must comply with BABA requirements. BABA requirements do not apply to tools, equipment, and supplies brought to a construction site and removed at or before the completion of the project or to equipment and furnishings (such as chairs) used at or within the finished infrastructure project, but which are not an integral part of the structure or otherwise affixed to the project.

Federal agencies are working with the Made In America Office and the Office of Management and Budget for implementation information, as a result, supplemental guidance may be forthcoming.

Requirements:

- Contractor is prepared to certify compliance with required provisions and will coordinate to provide all relevant information;
- Contractors and Subcontractors must maintain, and make available upon request, documentation that links the product used to the project, and that products delivered and used on site are accompanied by proper documentation to demonstrate compliance with BABA Act;
- When submitting for payment the Contractor certifies they have reviewed and documented all products and materials submitted for payment, and certifies documentation is sufficient to demonstrate compliance with BABA requirements.
- In the instance that material is unable to be sourced consistent with the BABA Act, contract managers must coordinate with program administrator to advise, and determine next steps (e.g., contact with federal agency, waiver requests etc.).

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

Business Associate Addendum

BETWEEN

Washoe County, Human Services Agency
Herein referred to as the "Covered Entity"

And

Catholic Charities of Northern Nevada
Herin 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. Nevada Health Authority (the "HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA, the HITECH Act, the Privacy Rule and Security Rule; and

WHEREAS, Business Associate may have access to and/or receive from the Covered Entity certain protected health information, in fulfilling its responsibilities under such arrangement; and

WHEREAS, the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule require the Covered Entity to enter into an agreement containing specific requirements of the Business Associate prior to the disclosure of protected health information, as set forth in, but not limited to, 45 CFR Parts 160 & 164 and Public Law 111-5.

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

I. DEFINITIONS. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. Breach means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
2. Business Associate shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
3. CFR stands for the Code of Federal Regulations.
4. Agreement shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
5. Covered Entity shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.

6. Designated Record Set means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. Disclosure means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
8. Electronic Protected Health Information means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. Health Care Operations shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. Individual means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. Individually Identifiable Health Information means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
13. Parties shall mean the Business Associate and the Covered Entity.
14. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. Protected Health Information means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
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 Nevada Health Authority (HHS) or the Secretary's designee.
18. Security Rule shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. Unsecured Protected Health Information means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. USC stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.

2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).

16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

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

1. **Permitted Uses and Disclosures:**
 - a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e) (2) (i) and 42 USC 17935 and 17936.
 - b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
 - c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
 - d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).
2. **Prohibited Uses and Disclosures:**
 - a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
 - b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF COVERED ENTITY

1. **The Covered Entity** will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. **The Covered Entity** will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. **The Covered Entity** will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. **Except in the event of lawful data aggregation or management and administrative activities**, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. TERM AND TERMINATION

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

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.

2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

Award Signature Page:

Period of Performance	Project Name	Federal Award #	ALN (CFDA)	Dollar Amount	WC Internal Order #	Subgrant ID #
7/1/26 – 6/30/27	Opioid Street Outreach	N/A	N/A	\$533,860	20564	N/A

Purpose of Award:
 The purpose of this project is to conduct street outreach efforts in the Washoe County region to individuals who are unsheltered and are experiencing Opioid Use Disorder (OUD) or are at risk of OUD.

By accepting this award, it is understood that:

1. Activities and Expenditures must comply with 2 CFR part 200; part 25; part 183 and 184 in addition to all other appropriate local, state, and federal regulations.
2. The Subrecipient of these funds agrees to comply with **Washoe County's Grant Instructions and Requirements**.
3. Expenditure must be consistent with narrative, goals and objectives, and budget as approved and documented.
4. This award is subject to the availability of appropriate funds.
5. The Subrecipient of these funds agrees to all assurances, terms and conditions in Sections A, B, C, D, E, F and Business Associated Addendum.

This agreement may be signed by the Parties hereto in counterparts with the same effect as if the signatories to each counterpart signed as a single instrument. All counterparts (when taken together) constitute an original of this award, with an effective date as approved by the Washoe County Board of County Commissioners.

Catholic Charities of Northern Nevada Marie Baxter Chief Executive Officer	(signature)	(Date)
Washoe County Mark Stewart Purchasing and Contracts Manager	(signature)	(Date)

By **resolution #R26-000044**, approved by Washoe County, Board of County Commissioners (BCC):

BCC Member Name	TMP Reference	BCC Meeting Date
Chair, Clara Andriola	TMP-11649	June 16, 2026