

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

Federal Award Computation			Match		
Total Obligated by this Action:	\$107,982.00	Match Required Y Y L N		0.00%	
Cumulative Prior Awards this Budget Period:	\$0.00	Amount Required this Action:		\$0.00	
Total Federal Funds Awarded to Date:	\$107,982.00	Amount Required Prior Awards:		\$0.00	
		Total Match Amount Required:		\$0.00	
Research and Development Y Y L N					
Federal Budget Period			Federal Project Period		
10/1/2024 through 9/30/2026			10/1/2024 through 9/30/2026		
FOR AGENCY USE ONLY					
FEDERAL GRANT #: 1B09SM090357-01	Source of Funds: Block Grants for Community Mental Health Services		% Funds: 100.00	CFDA: 93.958	FAIN: B09SM090357
					Federal Grant Award Date by Federal Agency: 12/6/2024
Budget Account	Category	GL	Function	Sub-org	Job Number
3170	15	8516	0611	0000	9395825

**STATE OF NEVADA
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Scope of work is an attached document shown below

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SECTION B

Description of Services, Scope of Work and Deliverables

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

Scope of Work for Washoe County Office of the County Manager

Primary Goal: See attached

Objective	Activities	Due Date	Documentation Needed
1. See attached	See attached	09/30/2026	See attached

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

PARTNER SCOPE OF WORK

NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES (NNAMHS)

FROM OCTOBER 1, 2025 – SEPTEMBER 30, 2026

Template Date: 08/1/2025 Version: 1.0

Baseline Narrative:		<i>The Washoe County RBHC supports regional efforts to improve behavioral health systems through collaboration, project coordination, and policy alignment. Current priorities include strengthening crisis response. These efforts aim to improve access, equity, and outcomes for Washoe County residents.</i>					
Expected Outcomes:		<i>Improved behavioral health systems and policies that lead to better crisis response outcomes for residents of Washoe County.</i>					
Goal 1:		<i>Washoe County will continue the buildout of a best practice behavioral health crisis response system, to improve behavioral health outcomes for residents of Washoe County, through September 30, 2026.</i>					
Responsible person(s)		<i>Human Services Program Specialist; Regional Behavioral Health Coordinator (RBHC)</i>					
Objective	*BBHWP Sub-Strategy #	Activities	Outputs	Timeline Begin / Completion	Target Population	Evaluation Measure (indicator)	Evaluation Tool



<i>The Washoe County Human Services Program Specialist will serve as the region's 988 Coordinator, providing education and advocacy for the 988 Suicide and Crisis Lifeline, and ensuring all related statewide crisis response system initiatives within the Washoe County two-year plans are completed, by September 30, 2026. The Regional Behavioral Health</i>	<i>6.3.2 Increase community awareness of crisis services and other local resources through targeted outreach and education campaigns</i> <i>6.3.3 Strengthen cross-sector collaboration to improve coordinated crisis response and resource access</i>	<i>1) Serve as the 988 Coordinator for the region.</i> <i>2) Advocate and educate for the usage and purpose of the 988 and Crisis Response system.</i> <i>3) Work with stakeholders to develop and inform systems that capture the mobile crisis needs for the region.</i> <i>4) Advocate and educate on the crisis response needs in the region.</i> <i>5) Engage with community stakeholders to support the development of the Renown</i>	<i>List CRS presentations</i> <i>List of BBHWP meetings attended and agenda</i> <i>List of Carelon meetings attended and agenda</i> <i>List of NAMI 988 Coalition meetings attended and agenda</i> <i>List of Washoe County Provider Agency Team and Children's Crisis Coalition meetings facilitated and agendas and notes</i> <i>Washoe County 2-Year Plan, Task group agendas and notes.</i>	<i>10-1-25 to 9-30-26</i>	<i>Washoe County residents experiencing a behavioral health crisis</i>	<i># of CRS presentations</i> <i># of BBHWP meetings</i> <i># of Carelon meetings</i> <i># of NAMI 988 Coalition meetings</i> <i># of community partners actively participating in CRS coalition activities.</i> <i># of coalition and task group meetings.</i> <i># of Washoe County two-year plan initiatives met</i> <i># of system flow charts</i>	<i>Monthly TA Meetings</i> <i>Quarterly Reports (with outputs update)</i> <i>Annual Report</i> <i>Final Report on Regional Mobile Crisis Needs</i> <i>Final Report demonstrating progress of crisis response initiatives within Washoe County's two-year plan</i> <i>Draft or final version of Washoe County 2-Year Plan</i>
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<i>Coordinator will stay engaged in these efforts and provide support as needed to the HSPS</i>		<i>Crisis Stabilization Center (CSC) along with CCBHCs and their services.</i> <i>Attend and participate in convenings organized by BBHWP, Carelon, and the NAMI 988 Coalition to advance statewide efforts</i>	<i>Washoe County system flow charts.</i> <i>Mapping of Washoe County crisis response system assets.</i> <i>Washoe County crisis response system educational and outreach materials.</i> <i>Data briefs.</i>			<i># of crisis response system assets</i> <i># of educational and outreach materials distributed</i> <i># of data briefs</i>	
<i>Baseline Narrative:</i>		<i>The Washoe County RBHC supports regional efforts to improve behavioral health systems through collaboration, project coordination, and policy alignment. Current priorities include</i>					



		<i>reducing stigma to increase help seeking behaviors. These efforts aim to improve access, equity, and outcomes for Washoe County residents.</i>					
Expected Outcomes:		<i>Improved behavioral health systems and policies that lead to better behavioral health outcomes for residents of Washoe County.</i>					
Goal 2: Responsible person(s)		<i>The Washoe County RBHC will work to reduce stigma by increasing help seeking behavior in order to improve the quality of life for Washoe County residents, through September 30, 2026.</i> <i>Regional Behavioral Health Coordinator (RBHC)</i>					
Objective	*BBHWP Sub-Strategy #	Activities	Outputs	Timeline Begin / Completion	Target Population	Evaluation Measure (indicator)	Evaluation Tool
<i>The Washoe County RBHC will work with the Bureau of Behavioral Health Wellness and Prevention (BBHWP) to help develop an anti-stigma campaign, and once completed, educate community stakeholders about the campaign and</i>	<i>5.2.1 Launch a statewide mental health literacy campaign to normalize help-seeking and reduce stigma through community partnerships</i>	<i>The RBHC will: Serve as an ad hoc member of the Behavioral Health Planning and Advisory Council's Anti-Stigma Subcommittee, to help develop the anti-stigma campaign Once finalized, promote and disseminate standardized state anti-stigma campaign to Washoe County community members</i>	<i>List of Anti-Stigma Subcommittee meetings attended and dates List of anti-stigma development activities conducted List of anti-stigma campaign materials disseminated List of community meetings attended where</i>	<i>10-1-25 to 9-30-26</i>	<i>Washoe County residents who have behavioral health needs who are reluctant to seek help</i>	<i># of Washoe County residents exposed to messaging # of Anti-Stigma Subcommittee meetings attended # of anti-stigma development activities # of anti-stigma campaign materials disseminated</i>	<i>Monthly TA Meetings Anti-stigma Subcommittee and board meeting minutes Quarterly Reports (with outputs update) Annual Report Anti-stigma</i>



<i>distribute campaign materials to residents of Washoe County, by 9-30-26.</i>		<i>through board meetings, community-based outreach, stakeholder outreach.</i>	<i>anti-stigma was promoted</i> <i>List of community-based outreach activities</i> <i>List of stakeholder outreach activities</i>			<i># of community meetings attended</i> <i># of community-based outreach activities</i> <i># of stakeholder outreach activities</i>	<i>materials distributed</i>
Baseline Narrative:		<i>The Washoe County RBHC supports regional efforts to improve behavioral health systems through collaboration, project coordination, and policy alignment. Current priorities include expanding peer support services. These efforts aim to improve access, equity, and outcomes for Washoe County residents.</i>					
Expected Outcomes:		<i>Improved behavioral health systems and policies that lead to increased peer support services available for residents of Washoe County.</i>					
Goal 3: Responsible person(s)		<i>The Washoe County RBHC will increase the utilization of Peer Recovery Support Specialists (PRSS) in the delivery of behavioral health services, as a means to advance health equity, by September 30, 2026.</i> <i>Regional Behavioral Health Coordinator</i>					
Objective	*BBHWP Sub-Strategy #	Activities	Outputs	Timeline Begin / Completion	Target Population	Evaluation Measure (indicator)	Evaluation Tool
<i>The Washoe County RBHC will collaborate with Certified</i>	<i>5.3.3 Expand the use of peer support specialists as part of the</i>	<i>The RBHC will: Enhance peer workforce pipelines and utilization</i>	<i>List of events with CCBHC leaders and other regional behavioral health</i>	<i>10-1-25 to 9-30-25</i>	<i>Persons in Washoe County that would benefit from</i>	<i># of events with CCBHC's leaders and other regional</i>	<i>Monthly TA Meetings</i>



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<i>Community Behavioral Health Centers (CCBHCs) and other regional behavioral health providers to promote the use of Peer Recovery Support Specialists by 9/30/2026</i>	<i>mental health care team</i>	<i>through advocacy and education regarding the effectiveness of utilizing peers in service delivery models</i> <i>Advocate directly to CCBHC leaders and other regional behavioral health providers to increase their employment of PRSS workers</i> <i>Collaborate with the Nevada Certification Board on avenues to expand PRSS workers in Washoe County</i>	<i>providers including dates</i> <i>List of collaboration efforts with Nevada Certification Board and dates</i> <i>Lists of new providers utilizing PRSS</i>		<i>peer supports as part of their behavioral health care</i>	<i>behavioral health providers</i> <i># of collaborations with Nevada Certification Board</i> <i># of provider contacts</i>	<i>Quarterly Reports (with outputs update)</i> <i>Annual Report</i>
<i>Baseline Narrative:</i>		<i>The Washoe County RBHC supports regional efforts to improve behavioral health systems through collaboration, project coordination, and policy alignment. Current priorities include behavioral health emergency response planning. These efforts aim to improve access, equity, and outcomes for Washoe County residents.</i>					
<i>Expected Outcomes:</i>		<i>Improved behavioral health systems and policies that lead to improvements in behavioral health emergency response activities for residents of Washoe County.</i>					



Goal 4: Responsible person(s)		The Washoe County RBHC will ensure the Washoe Regional Emergency Response System is prepared to meet behavioral health needs in an emergency when appropriate, by September 30, 2026. Regional Behavioral Health Coordinator					
Objective	*BBHWP Sub-Strategy #	Activities	Outputs	Timeline Begin / Completion	Target Population	Evaluation Measure (indicator)	Evaluation Tool
The Washoe County RBHC will assist with emergency preparedness through integration with County and State emergency response systems, by 9-30-26.	6.3.3 Strengthen cross-sector collaboration to improve coordinated crisis response and resource access	The RBHC will: Work with internal partners to update the existing emergency response plan and integrate behavioral health into other emergency response plans. Continue to collaborate with State partners, including BBHWP, on statewide behavioral health emergency response initiatives.	List of updated plans List of collaborative events with state partners List of trainings and exercises attended and dates List of formal agreements	10-1-25 to 9-30-25	Residents of Washoe County	# of plans updates # of collaborative events with state partners # of trainings and exercises # of formal agreements	Completed Washoe Regional Emergency Response Plan updates Monthly TA Meetings Quarterly Reports (with outputs update) Formal agreements Annual Report



		<p><i>Participate in regional emergency response training and exercises.</i></p> <p><i>Enter into formal agreements with law enforcement, behavioral health organizations, and community-based organizations as part of Washoe County's emergency response plan</i></p>					
Baseline Narrative:			<i>The Washoe County RBHC supports regional efforts to improve behavioral health systems through collaboration, project coordination, and policy alignment. Current priorities include ensuring the Washoe County Regional Behavioral Health Coordinator meets all statutory requirements. These efforts aim to improve access, equity, and outcomes for Washoe County residents.</i>				
Expected Outcomes:			<i>Improved behavioral health systems and policies that lead to improvements in behavioral health services for residents of Washoe County.</i>				



Goal 5: Responsible person(s)		The Washoe County RBHC will meet statutory requirements outlined in *NRS 433.4295 for the Washoe County Region, through September 30, 2026. Regional Behavioral Health Coordinator					
Objective	*BBHWP Sub-Strategy #	Activities	Outputs	Timeline Begin / Completion	Target Population	Evaluation Measure (indicator)	Evaluation Tool
The Washoe County RBHC will meet all statutory requirements, per NRS 433.4295, ongoing, through September 30, 2026.	5.1.1 Expand community-based prevention and early intervention programs to address trauma, stress, and early signs of mental health concerns	Organize meetings and activities of the WRBHPB Advise Nevada DHS, DPBH, and BHC regarding community behavioral health needs, progress, plans, gaps, recommendation, and funding priorities through participation in regular BBHWP/RBH meetings, attendance and participation at the Behavioral Health Commission, and narrative in the Annual Report. Participate in at least two regional coalitions working	Lists on the advisement to the Nevada Department of Health and Human Services, the Division of Public and Behavioral Health, and the Behavioral Health Commission on the behavioral health needs of adults and children in the behavioral health region. Identify progress, problems, proposed plans relating to the provision of behavioral health services	10-1-25 to 9-30-25	Residents of Washoe County with behavioral health needs	# of advisements # of identified gaps # of funding priorities # of ways improvements were promoted # of coordination and recommendations to boards # of required tracked and compiled data reports Completed annual report Completed annual report	Monthly TA Meetings Quarterly Reports (with outputs update)Annual I Report Reports on persons placed on a mental health crisis hold pursuant to NRS 433A. 160 Reports on persons admitted to mental health facilities and hospitals under an emergency adm



		<p><i>toward overall improvements in the delivery of behavioral health services in Washoe County.</i></p> <p><i>Coordinate and exchange information with other boards to provide unified and coordinated recommendations to the Department, Division and Commission.</i></p> <p><i>Submit an annual report to the Commission which includes information described in NRS 433.4295</i></p> <p><i>As feasible, collect data per NRS 433A. 160, NRS 433A.162, to NRS 433A.200 to 433A.330, and NRS 433A.335 to 433A.345 through the use of publicly available data,</i></p>	<p><i>Lists of identified gaps in the respective region and recommendations to address Lists of suggested funding priorities</i></p> <p><i>Lists of ways in which overall improvements were promoted in the delivery of behavioral health services in the behavioral health region</i></p> <p><i>Lists of information coordinated and exchanged with other boards to provide unified and coordinated recommendations to the Department, Division, and Commission.</i></p> <p><i>Lists of required tracked and</i></p>				<p><i>pursuant to NRS 433A.162</i></p> <p><i>Reports on persons admitted to mental health facilities under involuntary court-ordered admission pursuant to NRS 433A.200 to 433A.330</i></p> <p><i>Reports on persons ordered to receive assisted outpatient treatment pursuant to NRS 433A.335 to 433A.345</i></p>
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		<i>county and state data, hospital records, etc. and technical assistance from BBHWP. If data cannot be collected, provide an explanation of this in the Quarterly Report, along with what strategies will be used to obtain the data in the future</i>	<i>compiled data Annual report to the Commission which includes information described in NRS 433.4295</i>				
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As defined in [NRS 433.4295](#), the Regional Behavioral Health Coordinator will:

Advise the Nevada Department of Health and Human Services, the Division of Public and Behavioral Health, and the Behavioral Health Commission on the behavioral health needs of adults and children in the behavioral health region. Identify progress, problems, proposed plans relating to the provision of behavioral health services and methods for improvement; Identify gaps in the respective region and recommendations to address; suggest funding priorities.

Promote overall improvements in the delivery of behavioral health services in the behavioral health region.

Coordinate and exchange information with other boards to provide unified and coordinated recommendations to the Department, Division, and Commission.

Review the collection and reporting standards of behavioral health data to determine standards for such data collection and reporting processes. To the extent feasible, track and compile data concerning persons placed on a mental health crisis hold pursuant to NRS 433A.160, persons admitted to mental health facilities and hospitals under an emergency admission pursuant to NRS 433A.162, persons admitted to mental health facilities under involuntary court-ordered admission pursuant to NRS 433A.200 to 433A.330, inclusive, and persons ordered to receive assisted outpatient treatment pursuant to NRS 433A.335 to 433A.345. If not currently feasible, make recommendations and work collaboratively with the Division to develop.

In coordination with existing entities, including BBHWP of DPBH, in this state that address issues relating to behavioral health services, submit an annual report to the Commission which includes information described in NRS 433.4295.

Quarterly Progress Report /Technical Assistance Due Dates:

Quarterly Report Q1: January 15, 2026

Quarterly Report Q2: April 15, 2026

Quarterly Report Q3: July 15, 2026

Quarterly Report Q4: October 15, 2026

*BBHWP Sub-Strategy number is linked to the 2025-2030 BBHWP Strategic Plan, released September 2025.

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SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to:
This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant # 1B09SM090357-01 from Block Grants for Community Mental Health Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor Block Grants for Community Mental Health Services.+

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 1B09SM090357-01 from Block Grants for Community Mental Health Services.

Subrecipient agrees to adhere to the following budget:

Total Personnel Costs				including fringe		Total:		\$96,697.00
<u>Employee</u>	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>	<u>Subject to Indirect? Fringe Salary</u>	
Bojana Vujeva, Human Services Program Specialist	\$124,879.00	49.00%	25.00%	9.00	75.00%	\$34,888.07	L	L
Management Analyst position that is going through the County process to be reclassified to a Human Services Program Specialist effective November 2025. This individual serves as the coordinator of Crisis Response System efforts in the Washoe Region with 25% of the FTE allocated to the MHBG. Responsible for all SOW Crisis Response System activities. The scope of work will be performed by other County staff in the Office of the County Manager from Oct. 1 - December 31, 2025, in order to maintain continuity of efforts.								
Vacant, Human Services Program Specialist	\$128,627.00	49.00%	43.00%	9.00	75.00%	\$61,808.49	L	L
Behavioral Health Program Coordinator position vacant as of Sept. 30, 2025, due to the retirement of Dorothy Edwards. Position is going through the County process to be reclassified to a Human Services Program Specialist. Anticipated start date of January 5, 2026, with 43% of the FTE allocated to the MHBG grant. This individual serves as the Behavioral Health Coordinator for the Washoe Region and supports the Washoe Regional Behavioral Health Policy Board. Responsible for all SOW activities except Crisis Response System initiatives. Will provide support to Crisis Response System efforts. The scope of work will be performed by other County staff in the Office of the County Manager from Oct. 1 - December 31, 2025, in order to maintain continuity of efforts.								

<u>In-State Travel</u>	Total:	\$0.00
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<u>Out of State Travel</u>	OSMot Days	Total:	\$0.00
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<u>Operating</u>					Total:	\$768.00
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect?	
Office supplies	\$256.00	1.0	3.0	\$768.00	L	
General office supplies for use over the course of the grant period.						

<u>Equipment</u>	Total:	\$0.00
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Contractual/Contractual and all Pass-thru Subawards	Total:	\$0.00
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Training	Total:	\$700.00
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	Amount	# of FTE or Units	# of Months or Occurrences	Cost
Washoe Prevention Conference	\$150.00	1	1	\$150.00

It is important that the Crisis Response System Coordinator engages in and attends stakeholder convenings as well as participates in professional development sessions to better fulfill their role.

NAMI Conference	\$150.00	1	1	\$150.00
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Annual conferences presented by two key behavioral health partner organizations - Join Together Northern Nevada and NAMI Nevada - on topics of importance to behavioral health professionals. It is important that the Crisis Response System Coordinator engages in and attends stakeholder convenings as well as participates in professional development sessions to better fulfill their role.

Other local behavioral health conferences	\$400.00	1	1	\$400.00
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We anticipate additional convenings on mental health related conferences by the Regional Behavioral Health Coordinator or the Crisis Response System Coordinator depending on content.

Other	Total:	\$0.00
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Justification:

TOTAL DIRECT CHARGES	\$98,165.00
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Indirect Charges	Indirect Rate:	10.0%	\$9,817.00
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Indirect Methodology: 10% of all direct expenses.

TOTAL BUDGET	\$107,982
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Applicant Name: Washoe County Office of the County Manager

Form 2

PROPOSED BUDGET SUMMARY

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

FUNDING SOURCES	Community Mental Health Services	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	\$107,982.00								\$107,982.00

EXPENSE CATEGORY

Personnel	\$96,697.00								\$96,697.00
Travel	\$0.00								\$0.00
Operating	\$768.00								\$768.00
Equipment	\$0.00								\$0.00
Contractual/Consultant	\$0.00								\$0.00
Training	\$700.00								\$700.00
Other Expenses	\$0.00								\$0.00
Indirect	\$9,817.00								\$9,817.00
TOTAL EXPENSE	\$107,982.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$107,982.00
These boxes should equal 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Total Indirect Cost	\$9,817.00	Total Agency Budget							\$107,982.00
Percent of Subrecipient Budget									100.00%

B. Explain any items noted as pending:

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C. Program Income Calculation:

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within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**

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the program upon termination of this agreement.

< *****
State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

Note: If match funds are required, Section H: Matching Funds Agreement must accompany the subaward packet.

The Subrecipient agrees:

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

< *****Total reimbursement through this subaward will not exceed \$107,982.00;

< *****Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;

< *****Indicate what additional supporting documentation is needed in order to request reimbursement;

Personnel: Includes activity-based timesheets and/or the actual pay stubs that show all the deductions and hours worked by the employee. If the employee is not a 100% funded position, the notations must identify what other funds are paying the additional hours. Documentation must identify if the employer paid the expenses. The Department reserves the right to request proof of payment of employer paid expenses.

a) Proof of time tracking if staff are not 100 percent paid out of one funding source.

b) Supervisor signatures are required on timecards and/or time and effort documents.

Travel/Training: Documentation includes mileage logs, invoices, training description, registration agendas, receipts, and the State Travel Reimbursement Form or equivalent.

Contractual - Documentation includes all procurement material, licensing, insurance requirements, invoice's, etc.?

Proof of payment of invoices must be included with RFR.? A brief description of activities provided must also be included with the invoice.?

Operating -Documentation includes all procurement material, purchase order, invoices, receipts, etc. For expenses paid through a revolving credit account, the Department reserves the right to request proof of payment to that account.?

Receipts must show proof of operating expenses and must reflect cost allocation, if needed, based on approved subaward.?

Equipment - Documentation includes all procurement material, inventory and disposition, purchase order, invoices, receipts, etc.?

All computers purchased with funds must be assigned to a staff person funded with the same award. When a purchase is made, the staff person that is assigned the computer must be indicated on the computer receipt.?

Costs must be appropriate. Reimbursement of equipment over \$4,999.99 and all computer purchases must include three quotes from appropriate vendors.?

Items that should be reimbursed as equipment. Computers, laptops, file servers? and telephone systems?

Contractual line items in the RFR must be indicated in the executed subaward budget.?

Other Expenses -Documentation includes all procurement material, purchase order, invoices, receipts, etc.?

Fee For Service sub grants require spreadsheet with backup documentation with detailed encounter data. Reimbursement is only allowed for uninsured individuals or uncovered benefits.??

Subrecipients that have been awarded a fee for service subaward must follow specific billing and eligibility rules for claims processing as outlined in the Bureau procedure.?

Indirect Expenses: The indirect cost rate may be used for expenditures that are not easily identifiable to one funding source. A Subrecipient using an indirect rate may not request expenditures as direct costs that are indirect in nature (see indirect (Q&A) Definition at 2 CFR 200.414) and must comply with 2 CFR Section 200.68 for the Modified Total Direct Costs (MTDC) which consists of all direct costs (expenditures) less certain categories of exclusions.

a) No back-up documentation is required to be submitted for indirect; however, documentation must be kept at Subrecipient level to identify what is being charged to the indirect line item.

b) The indirect being claimed must match the approved indirect rate on the executed award.

c) When processing each RFR, the indirect must be calculated and verified by staff.; and

< *****Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

< *****A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD.
Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.

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- < ***** Any work performed after the BUDGET PERIOD will not be reimbursed.
- < ***** If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- < ***** If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- < ***** Identify specific items the program or Bureau must provide or accomplish to ensure successful completion of this project, such as:
 - §*** Providing technical assistance, upon request from the Subrecipient;
 - §*** Providing prior approval of reports or documents to be developed;
 - §*** Forwarding a report to another party, i.e. CDC.
 - §*** The program will facilitate monthly meetings including technical assistance (TA).
- < ***** The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- < ***** The site visit/monitoring schedule may be clarified here. Site visits/monitor will occur in accordance with the Department's policies and procedures for Subrecipient monitoring. Since the Subrecipient is considered high risk, an annual monitor is required within the first six months of the subgrant period.
- < ***** The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- < ***** All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- < ***** This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after the date of termination. The Subrecipient agrees to indemnify and hold the Department, state, and/or federal funding agency harmless from and against all claims, damages, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Department, state, and/or federal funding agency in connection with the termination of this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- < ***** A Request for Reimbursement is due on a Monthly basis, based on the terms of the subaward agreement, no later than the 15th of the month.
- < ***** Reimbursement is based on actual expenditures incurred during the period being reported.
- < ***** Payment will not be processed without all reporting being current.
- < ***** Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

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**SECTION D
Request for Reimbursement**

Program Name: Community Mental Health Services	Subrecipient Name: Washoe County Office of the County Manager
Address: 4126 Technology Way, Carson City, Nevada 89706	Address: 1001 E 9th St, Reno, Nevada 89512
Subaward Period: 10/01/2025 - 09/30/2026	Subrecipient's: EIN: 88-6000138 Vendor #: T40283400 B

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

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

Month(s)	Calendar Year
----------	---------------

Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$96,697.00	\$0.00	\$0.00	\$0.00	\$96,697.00	0.00%
2. Travel	\$0.00	\$0.00	\$0.00	0.0000	\$0.00	0.00%
3. Operating	\$768.00	\$0.00	\$0.00	\$0.00	\$768.00	0.00%
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
5. Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
6. Training	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	0.00%
7. Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
8. Indirect	\$9,817.00	\$0.00	\$0.00	\$0.00	\$9,817.00	0.00%
Total	\$107,982.00	\$0.00	\$0.00	\$0.00	\$107,982.00	0.00%

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Complete
						0.00%

I, a duly authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties.

Authorized Signature	Title	Date
----------------------	-------	------

FOR DEPARTMENT USE ONLY

Is program contact required? ☐ Yes ☐ No Contact Person _____

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

ASO or Bureau Chief (as required): _____

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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted by an independent accounting firm.
☐ Yes ☐ No
2. Did your organization expend \$1,000,000 or more in all federal awards during your organization's most recent fiscal year? ☐ Yes ☐ No
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

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

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SECTION F

Current or Former State Employee Disclaimer

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

- | | | |
|-----|----------------------------------|---|
| YES | <input checked="" type="radio"/> | If YES, list the names of any current or former employees of the State and the services that each person will perform. |
| NO | <input type="radio"/> | Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department. |

Name

Services

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

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

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SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as the "Covered Entity"

And

Washoe County Office of the County Manager

Hereinafter referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of HIPAA and the HITECH Act, this Addendum is hereby added and made part of the agreement between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the agreement. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the agreement and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

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

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

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

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

- I. **DEFINITIONS.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.
1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
 2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
 3. **CFR** stands for the Code of Federal Regulations.
 4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
 5. **Covered Entity** shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
 6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
 7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
 8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
 9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
 10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
 11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
 12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the

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individual. Refer to 45 CFR 160.103.

13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e)(2)(ii)(E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and 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,

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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

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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.

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5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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

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Section H is not applicable for this Subaward