



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

www.washoecounty.us

CM/ACM
Comptroller
DA
Risk Mgt.
HR
Grant Mgt.

STAFF REPORT

BOARD MEETING DATE: August 23, 2016

DATE: August 3, 2016
TO: Board of County Commissioners
FROM: Amber Howell, Director, Department of Social Services
Ahowell@washoecounty.us (775) 785-8600

THROUGH: Kevin Schiller, Assistant County Manager

SUBJECT: Accept a Sub-Grant Award from the State of Nevada Division of Public and Behavioral Health, Behavioral Health, Prevention and Treatment (BHPT) in the amount of [\$47,020] no match required, to provide Mental Health Support for Seniors, September 1, 2016 through September 30, 2017, authorize the Department to execute the Sub-Grant Award and direct the Comptroller's Office to make the necessary budget amendments. (All Commission Districts)

SUMMARY

The Department is requesting the Board accept a Sub-Grant Award from the State of Nevada Division of Public and Behavioral Health, Behavioral Health, Prevention and Treatment (BHPT) in the amount of [\$47,020] no match required, to provide Mental Health Support for Seniors upon approval September 1, 2016 through September 30, 2017. Services will include treatment for seniors suffering from serious mental illness, case management, rehabilitation and other support services needed to better function in the community.

Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

PREVIOUS ACTION

There has been no previous action taken by the Board in regards to this Sub-Grant.

BACKGROUND

Over the past twelve months, Washoe County Senior Services has experienced a number of incidences that have highlighted a lack of mental health services and infrastructure for seniors, creating an inability to respond to immediate mental health needs of seniors in our community. These include seniors who have exhibited suicidal thoughts, aggression, agitation, depression, cognitive decline, and substance abuse.

The 60+ senior population is the fastest growing age group in Washoe County, projected to reach 100,000 people by 2020. Many seniors live in the unincorporated areas of

AGENDA ITEM # 5.K.2.

Match Amount and Type: *There is no required matching contribution.*

Sub-Awards and Contracts: *It is anticipated that a sub-contract will be awarded to a Licensed Clinical Social Worker through a Request for Proposal process.*

FISCAL IMPACT

Should the board accept this grant award and approve these amendments, the Department's FY17 adopted budget will be increased by [\$47,020] in both revenues and expenditures in the following accounts:

Cost Object	G/L Account	Amount
IO # TBD - 431100	Federal Grant Revenue	\$ 47,020
IO# TBD - 711210	Travel	\$ 1,769
IO# TBD - 710300	Operating Supplies	\$ 4,796
IO# TBD - 710100	Contractual/Consultant	\$ 38,400
IO# TBD - 710509	Training	\$ 2,055

No indirect costs are awarded under this funding. The department will charge indirect cost as allowed by the Federal grant award where applicable.

RECOMMENDATION

Accept a Sub-Grant Award from the State of Nevada Division of Public and Behavioral Health, Behavioral Health, Prevention and Treatment (BHPT) in the amount of [\$47,020] no match required, to provide Mental Health Support for Seniors, September 1, 2016 through September 30, 2017, authorize the Department to execute the Sub-Grant Award and direct the Comptroller's Office to make the necessary budget amendments.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to accept a Sub-Grant Award from the State of Nevada Division of Public and Behavioral Health, Behavioral Health, Prevention and Treatment (BHPT) in the amount of [\$47,020] no match required, to provide Mental Health Support for Seniors, September 1, 2016 through September 30, 2017, authorize the Department to execute the Sub-Grant Award and direct the Comptroller's Office to make the necessary budget amendments."

TMF-0626



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

HD #: 15643
 Budget Account: 3170
 Category: 15
 GL: 8516
9395815
 Job Number: 9395816

NOTICE OF SUBGRANT AWARD

Program Name: Behavioral Health, Prevention & Treatment (BHPT) Division of Public and Behavioral Health		Subgrantee Name: Washoe County Social Services Amber Howell, Director	
Address: 4126 Technology Way, Suite #200 Carson City, NV 89706-2009		Address: 1155 E. 9 th Street Reno, NV 89512-2827	
Subgrant Period: September 1, 2016 through September 30, 2017		Subgrantee's: EIN: <u>88-6000138</u> Vendor #: <u>T40283400 C</u> Dun & Bradstreet: <u>12-859-9425</u>	
Purpose of Award: To provide mental health support for seniors suffering from serious mental illness needing treatment, case management, rehabilitation and other support services to better function in the community.			
Region(s) to be served: <input type="checkbox"/> Statewide <input checked="" type="checkbox"/> Specific county or counties: <u>Washoe County</u>			
Approved Budget Categories:		Disbursement of funds will be as follows:	
1. Personnel	\$ <u>0.00</u>	Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this subgrant</i> . Total reimbursement will not exceed \$47,020.00 during the subgrant period.	
2. Travel	\$ <u>1,769.00</u>		
3. Operating	\$ <u>4,796.00</u>		
4. Equipment	\$ <u>0.00</u>		
5. Contractual/Consultant	\$ <u>38,400.00</u>		
6. Training	\$ <u>2,055.00</u>		
7. Other	\$ <u>0.00</u>		
Total Cost: \$ <u>47,020.00</u>			
Source of Funds:		% Funds:	CFDA:
1. Community Mental Health Block Grant – MHBG		9%	93.958
2. Community Mental Health Block Grant - MHBG		91%	93.958
		FAIN:	Federal Grant #:
		SM010039-15	2B09SM010039-15
		SM010039-16	2B09SM010039-16
Terms and Conditions: In accepting these grant funds, it is understood that: 1. Expenditures must comply with appropriate state and/or federal regulations; 2. This award is subject to the availability of appropriate funds; and 3. The recipient of these funds agrees to stipulations listed in the incorporated documents.			
Incorporated Documents: Section A: Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements; Section D: Request for Reimbursement; Section E: Audit Information Request; and Section F: Business Associate Addendum			
Amber Howell Director	Signature		Date
Kyle Devine Acting Bureau Chief, BHPT			
Julia Peek, MHA Deputy Administrator			8/3/2016
for Cody L. Phinney, MPH Administrator, Division of Public & Behavioral Health			

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

SECTION A

Assurances

As a condition of receiving subgranted funds from the Nevada State Division of Public and Behavioral Health, the Subgrantee, Washoe County, agrees to the following conditions:

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

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

5. To disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subgrant award. The Division reserves the right to disqualify any subgrantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
6. To comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
7. To comply with the Americans with Disability Act of 1990, P.L. 101-136, 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999 inclusive and any relevant program-specific regulations
8. To comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the subgrant award includes functions or activities that involve the use or disclosure of protected health information (PHI) then the subgrantee agrees to enter into a Business Associate Agreement with the Division as required by 45 C.F.R. 164.504(e). If PHI will not be disclosed then a Confidentiality Agreement will be entered into.
9. Subgrantee certifies, by signing this notice of subgrant award, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pr. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). This provision shall be required of every subgrantee receiving any payment in whole or in part from federal funds.

Section B Scope of Work and Project Deliverables

Washoe County Senior Services, hereinafter referred to as Subgrantee, agrees to provide the following services and reports according to the identified lineframes:

SCOPE OF WORK

Scope of Work for Washoe County Senior Services

Goal 1: To provide mental health support for seniors in Washoe County.

Objective Activities:

1. Provide a contracted LCSW to provide psychiatric triage and stabilization to 30 seniors each month.
2. Provide mental health care and linkages to treatment for at least 5 home-bound seniors each month.
3. Reduce the rate of psychiatric hospitalizations and suicides for seniors by 5%.

Due date: September 30, 2017.

Documentation Needed: Activities 1 & 2 require monthly reports on the number of clients served, category of service, and hours of service provided. Activity 3 will be determined utilizing hospital and suicide rates tracked through DPBH.

Program Requirements

The Subgrantee, agrees to comply with all applicable rules, federal and state laws, regulations, requirements, guidelines, and procedures to include, but not limited to:

- 2 CFR 206 - Uniform Requirements, Cost Principles and Audit Requirements for Federal Awards
- 45 CFR 96 - Block Grants
- 42 CFR 64 - Charitable Choice Regulations Applicable to States Receiving Substance Abuse Prevention & Treatment Block Grants & / or Projects for Assistance in Transition from Homelessness
- GAAP - Generally Accepted Accounting Principles and/or GAGAS
- GSA - General Services Administration for guidelines for travel

The Subgrantee acknowledges that this funding is a limited 1 year funding opportunity to expand existing service delivery models.

The subgrantee is responsible for ensuring sustainability beyond the project period of the expanded program are supported through normal billing practices.

This subgrant agreement will be TERMINATED by the State upon the verification of CCBHC certification. Upon CCBHC certification the subgrantee will utilize the approved PPS billings rates that have been established for all eligible services.

The Subgrantee acknowledges that to better address the needs of Nevada, BHPT may reallocate funds to other programs to ensure that gaps in services are addressed if ANY terms of the subgrant are not met, including failure to meet the scope of the Subgrantee's grant funds may not be used for any other purpose than the awarded purpose. In the event Subgrantee expenditures do not comply with this condition, that portion not in compliance will not be reimbursed to the Subgrantee, or must be refunded to the Division.

The Subgrantee will use BHPT subgranted funding as the "payer of last resort" for all services provided to clients.

The Subgrantee shall enroll as a provider for Medicaid, Medicare and all other third party insurance and Manage Care Organizations (MCO) that operate in the State of Nevada.

The Subgrantee is required to screen all clients to determine third party payer eligibility.

The Subgrantee will provide enrollment assistance to all individuals that have been identified to have no existing insurance coverage.

The Subgrantee is responsible for ensuring that BHPT is NOT billed for any services covered through a third party insurance provider.

Third party insurance providers include but are not limited to; commercial health or liability insurance carriers, Medicaid, or other Federal, State, local, and private assistance programs.

In the use of BHPT funding, as the funding source of last resort, when applicable, the Subgrantee shall not exclude clients from treatment because of an inability to prepay any portion of the treatment process;

The Subgrantee must post a notice, where clients, visitors, and persons requesting services may easily view it, that no persons may be denied services due to inability to pay.

This notice may stipulate that the organization is authorized to deny services to those who are able to pay but refuse to do so.

The Subgrantee is required to be a "tobacco, alcohol, and other drug free" environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed;

The Subgrantee will report within 24 hours the occurrence of an incident, following BHPT policy, which may cause imminent danger to the health or safety of the clients, participants, staff of the program, or a visitor to the program, per NAC 458.165 3(e). To the fullest extent permitted by law, Subgrantee shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Subgrantee, its officers, employees and agents.

The Subgrantee will NOT expend BHPT funds, including Federal Substance Abuse Prevention and Treatment Block Grant Funds for any of the following purposes:

- 1) To purchase or improve land; purchase, construct, or permanently improve, other than minor remodeling, any building or other facility; or purchase major medical equipment.
- 2) To make any one purchase, including equipment, over \$1,000.
- 3) To purchase incentives and/or food (including nutritious snacks).
- 4) To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds.

Section C Budget and Financial Reporting Requirements

SFY 2017 Estimated project budget: \$ 47,020.00

Subgrantee agrees to adhere to the following budget:

PERSONNEL COSTS: Detail all salaries and wages required for program activities to be paid for by this request for funding.
 Column B: List the Position Control Number (PCN), as identified in your agency accounting/payroll system of the requested/funded position(s).
 Column C: List the Position title of the requested/funded position(s).
 Column D: Identify if the position is part time (PTE) or full time (FTE).
 Column E-L: Make any notes that may be needed for clarification.
 Column M: List the total annual salary for each position.
 Column N: Please use whole percentages and NEVER exceed 1 decimal point.
NOTE: No contractors, contract personnel or temporary staff should be listed in the salaries and wages section.

Position # or Accounting #	Position Title	Full Time (FTE) Part Time (PTE)	Additional Notes	Total Annual Salary	% charged Grant	Total Request
					25.0%	\$ -
					25.0%	\$ -

SUB-CATEGORY TOTAL

PAYROLL TAXES AND FRINGE BENEFITS:

Fringe benefits should be based on actual known costs or an established formula. In the applicable salary column, use the sub-category total calculated from the personnel costs table. Fringe benefits are only for the percentage of time devoted to the project. Complete subcategory total. Detail all payroll taxes and fringe benefits on the appropriate lines. Enter GROUP INS by listing the rate per staff and number of staff paying for this insurance.

Budget Notes:

	%	Applicable Salary \$	Total Request
FICA	10.000%	\$ -	\$ -
WORKERS' COMP	5.000%	\$ -	\$ -
UNEMP. INS	3.000%	\$ -	\$ -
OTHER:	1.250%	\$ -	\$ -
OTHER:		\$ -	\$ -
OTHER:		\$ -	\$ -
The # of FTE/Staff should be proportionate with the % of the # of FTE's within Salaries and Wages.		# of FTE/Staff	
GROUP INS (Health, Life, Disability, etc.)			

	SUB-CATEGORY TOTAL	\$ -
Total salaries and fringe benefits:		\$ -

Subgrantee agrees to adhere to the following requirements:

Identify the source of funding on all printed documents purchased or produced within the scope of this sub grant, using a statement similar to the following:

"This publication (journal, article, etc.) was supported by the Nevada State Division of Public and Behavioral Health through Grant Numbers (2B09SM010039-15 and 2B09SM010039-16) from SAMHSA. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Division nor SAMHSA."

And

Any activities performed under this sub grant shall acknowledge the funding was provided through the Division by Grant Numbers (2B09SM010039-15 and 2B09SM010039-16) from SAMHSA."

The Division of Public and Behavioral Health policy is to allow no more than 10% flexibility, within the approved Scope of Work, unless otherwise authorized. Such modifications must be requested and approved through the program analyst and can be done via e-mail.

- 1) Final changes to the approved subgrant that will result in an amendment must be received 60 days prior to the end of the subgrant period (no later than April 30 for State funded grants and July 31 for federal funded grants).
- 2) Amendment requests received after the 60 day deadline will be denied.
- 3) The Subgrantee acknowledges that requests to revise the approved subgrant must be made in writing using the appropriate forms and provide sufficient narrative detail to determine justification.
- 4) BHPT has the authority to require an amendment for any change to the budget in excess of 10% of the total award.
- 5) Any changes to the Scope of Work over the course of the budget period will require an amendment.
- 6) Any expenses that are incurred in relation to a budgetary amendment without prior BHPT approval are unallowable.
- 7) A printed and signed copy of the Scope of Work Summary (two pages) must be included.

Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.

Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees.

It is the Policy of the Board of Examiners to restrict contractors/Sub grantees to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

Financial Reporting Requirements

- A Request for advance of payment will not be considered or allowed by BHPT.
- A Request for Reimbursement is due, at a minimum, on a monthly basis, based on the terms of the sub grant agreement, no later than the 15th of the month.
- If there has been no fiscal activity in a given month, a Request for Reimbursement claiming zero dollars is required to be submitted for the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Reimbursement must be submitted with all Division required supporting back up documentation.
- BHPT has the authority to ask for additional supporting documentation at any time and the information must be provided to the BHPT staff within 10 business days of the request.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Sub grant Award.
- The Final Request for reimbursement is due at a minimum of 25 days after the close of the sub-grant period.
- All remaining balances of the sub-grant revert back to the division 30 days after the close of the sub-grant period.
- The Subgrantee must retain copies of approved travel requests and claims, consultant invoices, payroll register indicating title, receipts for goods purchased, and any other relevant source documentation in support of reimbursement requests.
- Additional expenditure detail will be provided upon request from the Division.

The Subgrantee agrees to provide:

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

The Division agrees:

Process Requests for Reimbursement in a timely manner (not to exceed 30 days)
Providing technical assistance, upon request from the Sub grantee;
Providing prior approval of reports or documents to be developed;
Forwarding request and reporting to Federal government;

The Division reserves the right to hold reimbursement under this subgrant until any delinquent requests, forms, reports, and expenditure documentation are submitted to and accepted by the Division.

Both parties agree:

Onsite subrecipient monitoring is an annual requirement for receiving funding from the BHPT Program.

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

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

SECTION D

Request for Reimbursement

HD#: 15643
Budget Account: 3170
GL: 8516
Draw #: _____

Program Name: Behavioral Health, Prevention & Treatment (BHPT) Division of Public and Behavioral Health	Subgrantee Name: Washoe County Social Services Amber Howell, Director
Address: 4126 Technology Way, Suite 200 Carson City, NV 89706-2009	Address: 1155 E. 9 th Street Reno, NV 89512 - 2827
Subgrant Period: Upon Approval through September 30, 2017	Subgrantee's: EIN: <u>88-6000138</u> Vendor #: <u>T40283400C</u>

FINANCIAL REPORT AND REQUEST FOR FUNDS

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

Month(s): _____ Calendar year: _____

Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1 Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
2 Travel	\$1,769.00	\$0.00	\$0.00	\$0.00	\$1,769.00	0.0%
3 Operating	\$4,796.00	\$0.00	\$0.00	\$0.00	\$4,796.00	0.0%
4 Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5 Contract/Consultant	\$38,400.00	\$0.00	\$0.00	\$0.00	\$38,400.00	0.0%
6 Training	\$2,055.00	\$0.00	\$0.00	\$0.00	\$2,055.00	0.0%
7 Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
Total	\$47,020.00	\$0.00	\$0.00	\$0.00	\$47,020.00	0.0%

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

Authorized Signature _____ Title _____ Date _____

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

FOR DIVISION USE ONLY

Program contact necessary? Yes No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____ Signed: _____

Scope of Work review/approval date: _____ Signed: _____

ASO or Bureau Chief (as required): _____ Date: _____

DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD

SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a). Within nine (9) months of the close of your organization's fiscal year, you **must** submit a copy of the final audit report to:

***Nevada State Division of Public and Behavioral Health
Attn: Administrative Services Officer IV
4150 Technology Way, Suite 300
Carson City, NV 89706-2009***

2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO

3. When does your organization's fiscal year end? _____

4. What is the official name of your organization? _____

5. How often is your organization audited? _____

6. When was your last audit performed? _____

7. What time period did your last audit cover _____

8. Which accounting firm conducted your last audit? _____

Signature Date

Title

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

SECTION F

Business Associate Addendum

BETWEEN

Nevada Division of Public and Behavioral Health

Hereinafter referred to as the "Covered Entity"

and

Washoe County Social Services

Hereinafter referred to as the "Business Associate"

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

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

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

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

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

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

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
3. **CFR** stands for the Code of Federal Regulations.
4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
5. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
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.

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

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.

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

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

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

Covered Entity

**Division of Public and Behavioral Health
4150 Technology Way, Suite 300
Carson City, NV 89706**

Phone: (775) 684-5975

Fax: (775) 684-4211

Business Associate

Business Name

Business Address

Business City, State and Zip Code

Business Phone Number

Business Fax Number

Authorized Signature

Authorized Signature

for Cody L. Phinney, MPH

Print Name

Print Name

Administrator,
Division of Public and Behavioral Health

Title

Title

Date

Date