



WASHOE COUNTY

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STAFF REPORT
BOARD MEETING DATE: July 26, 2016

DATE: June 29, 2016
TO: Board of County Commissioners
FROM: Amber Howell, Director of Social Services
(775) 785-8600 ahowell@washoecounty.us
THROUGH: Kevin Schiller, Assistant County Manager
SUBJECT: Approve expansion of the Crossroad program, specifically the Temporary Assistance to Displaced Seniors (TADS) population in collaboration with the Department of Health and Human Services, Aging and Disability Services Division by allowing Washoe County Department of Social Services to occupy space [at no charge] on the Sierra Regional Center campus located at 605 South 21st Street, Sparks, NV, effective July 1, 2016 to June 30, 2019, in order to operate its Washoe County Senior Transitional Program with approximately 14 available beds; and authorize Director of Social Services, Amber Howell, to execute corresponding inter-local agreement. (All Commission Districts)

SUMMARY

The Department of Social Services is recommending the board of County Commissioners approve expansion of the Crossroad program, specifically the Temporary Assistance to Displaced Seniors (TADS) population in collaboration with the Department of Health and Human Services, Aging and Disability Services Division by allowing Washoe County Department of Social Services to occupy space on the Sierra Regional Center campus located at 605 South 21st Street, Sparks, NV, in order to operate its Washoe County Senior Transitional Program with approximately 14 available beds; and authorize Director of Social Services, Amber Howell, to execute corresponding inter-local agreement.

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

PREVIOUS ACTION

No previous actions.

BACKGROUND

From July 1, 2014 – June 30, 2015, the three shelters (excluding overflow) served 2,364 unique people. Of those, 663 of them were 55+, which is 28% of the overall population; 278,

AGENDA ITEM # 5 K.1.

or 12% were 62+, 7 were living on the streets. Washoe County Department of Social Services observed an increase in TADS placements within the last three months, spiking from one per year, to nine in the last quarter. What we do not know, is the number of TADS entering WestCare, EPS, or placed by victim advocacy, therefore we recognize the need to respond and intervene with this population is far greater than our numbers suggest.

HOMELESSNESS/LACK OF AFFORDABLE HOUSING IN WASHOE COUNTY

Washoe County is actively responding to the homeless population and challenge of affordable housing related to adults, children, families and seniors. Programs like crossroads has proven that when services are provided to citizens related to basic needs, food, safety and shelter **first and foremost**, they are more able to address their substance abuse issues, trauma, mental health, basic care needs, housing, case management. By serving them in the community, it helps avoid emergency room visits and unstable, vulnerable living conditions, especially, the senior population; all at a much lower cost for the county, the state and Federal Medicaid. As Washoe County's population increases due to new businesses, our social service agency needs to decrease reliance on the use of shelters and create more permanent, safer solutions for seniors in collaboration with State, local and private partnerships, at a lesser cost to our community and create safer, healthier lives for our seniors.

The Crossroads Program provides a tiered housing first approach that targets the super-utilizers homeless clients in Washoe County. The intent of the program is to identify, intervene and stabilize traditionally high complexity homeless clients, through cooperation with various community partners. The success of the program has reduced incarceration by expanding services to offenders, and anyone else who suffers from mental health and/or substance abuse that otherwise has had a negative impact on our community.

Currently, the Crossroads program provides a supportive living arrangement for men and women transitioning out of homelessness. Clients are given a safe and caring environment to live in, along with wrap-around social services including drug and alcohol counseling, employment support, volunteer/work opportunities, and other tools to help them establish a new, more productive path in life and a healthier future.

Crossroads saves the community an estimated \$7 million a year in jail bookings, encounters with first responders, emergency room and hospital costs, ongoing jail costs, and treatment expenses. From a community perspective, 600 clients have been served, 100% of program participants are in active sobriety and working toward their personal goals.

SENIOR VACANCY RATES REMAIN LOW

Senior or senior/disabled properties had overall average vacancy rates 2.5% lower than family properties. Washoe County senior/disabled properties reported a vacancy rate of 1.7% for both one and two bedroom units, up slightly from 2014.

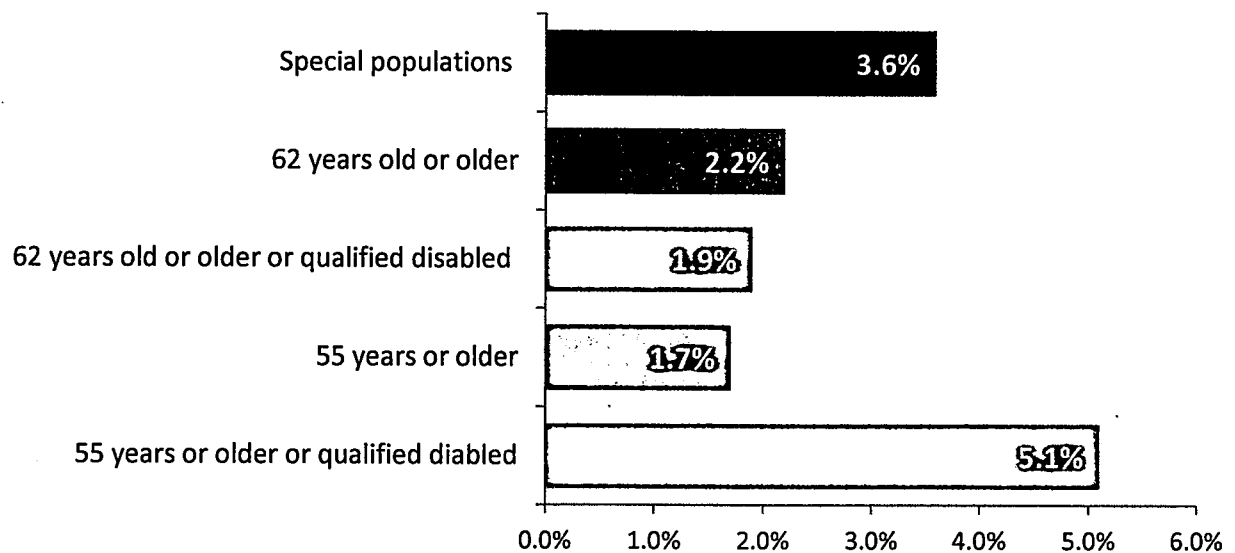
Quarter 2015 Vacancy Rate for Senior and Family Properties

Number of bedrooms	Family	Senior
Studio (zero bedroom)	3.0%	0.0%
One bedroom	3.3%	2.3%
Two bedroom	5.3%	3.0%
Three bedroom	6.3%	NA
Four bedroom	5.8%	NA
Overall average	5.1%	2.6%

4th Quarter 2015 Senior and Family Rates for Properties in Washoe County

Number of bedrooms	Washoe County	
	Family	Senior
One Bedroom	3.1%	3.1%
Two Bedroom	6.2%	3.8%

Figure 2. Vacancy rate by type of senior property



Comparison of 4th quarter rents in Washoe County from 2013 to 2015

Type of unit	2013	2014	2015	Increase
Studio-J&P market rate	\$ 545	\$ 555	\$ 580	6%
Studio-LIHTC	\$ 544	\$ 550	\$ 577	6%
One bedroom- J&P market rate	\$ 717	\$ 775	\$ 840	17%
One bedroom- LIHTC	\$ 626	\$ 665	\$ 868	10%
Two bedroom- J&P market rate	\$ 878	\$ 918	\$ 1,003	14%
Two bedroom- LIHTC	\$ 699	\$ 741	\$ 805	15%
Three bedroom- J&P market rate	\$ 1,117	\$ 1,176	\$ 1,263	13%
Three bedroom- LIHTC	\$ 929	\$ 983	\$ 962	4%
Overall- J&P market rate	\$ 860	\$ 868	\$ 946	10%
Overall- LIHTC	\$ 716	\$ 755	\$ 784	10%

MORE SENIOR PROPERTIES HAVE WAITING LISTS

A higher proportion of senior or senior/ disabled properties in every region reported having a waiting list. These waiting lists may either be for certain desirable units within a property or for any available unit in a property.

Washoe County's Senior Services Department's annual growth rate is approximately 8% across all program areas. Senior Services is currently receiving referrals at a rate of 35/week with waitlists at an average of 20/week. The growth in referral rate correlates with the rapid growth in the senior population. Senior Services' is currently staffed at a 1:52 average caseload. The average time period for a client to remain on a social worker's caseload is approximately 8 years, until the client moves to a higher level of care or passes away. The length of time a client remains on a caseload and the increasing complexity of client needs makes it challenging to place clients who are on the waiting list for services with a social worker. With a current wait list of over 90 clients, the senior population is one of the County's largest underserved populations. Seniors are being referred for many issues related to wrap around services, cognitive decline, lack of housing, abuse, exploitation, and are significantly vulnerable. Washoe County Social Services wants to respond to our senior citizens proactively. Expanding the Crossroad program, specifically the Temporary Assistance to Displaced Seniors (TADS) population in collaboration with the Department of Health and Human Services, Aging and Disability Services Division assists the agency in responding to the increased rise in the housing needs of seniors. The purpose of TADS is to provide temporary housing for displaced senior citizens that are elder victims of abuse, neglect, exploitation or abandonment. A displaced senior is one who, for whatever reason, has been removed or has removed himself from their normal place of residence, has been victimized at the hand of another and/or faced a life threatening situation, either self-imposed or through outside influences that is of the age of 60 or older. Due to finite resources TADS is not designed to accommodate homeless individuals. Placement is temporary; for up to 30 days.

Eligibility Criteria:

- Abuse
- Neglect
- Exploitation
- Abandonment
- Homelessness is not a criterion for TADS

From July 1, 2014 – June 30, 2015, the three shelters (excluding overflow) served 2,364 unique people. Of those, 663 of them were 55+, which is 28% of the overall population; 278, or 12% were 62+, 7 were living on the streets. WCDSS has seen an increase in TADS placements within the last three months, spiking from 1 per year, to 9 in the last quarter. What we do not know, is the number of TADS entering Westcare, EPS, or placed by victim advocacy, therefore we recognize the need to respond and intervene with this population is far greater than our numbers suggest.

The senior population becomes increasingly vulnerable to abuse and neglect and many experience unstable housing and supports. The mistreatment of older adults takes many forms, including physical, verbal, emotional and sexual abuse, financial exploitation, and neglect, and may develop cognitive problems such as dementia. As a result, they According

to the National Center on Elder Abuse, the number of older adults who are mistreated each year is close to 5 million and is rising. Washoe County Adult Protective Program (APS) responds to referrals where individuals are being abused, neglected, exploited or just need help to maintain their independence. Social Services is seeing an increase year after year and the cases are becoming more complex. In SFY14: Social Services received 98 APS reports, in SFY15, received 111 calls. This fiscal year, the agency is projecting 150 APS reports. This trend, coupled with the increase in TADS placements, lack of affordable housing and growing waitlists supports the need for Crossroads program expansion for this population and formally request to do so in partnership with the Aging and Disability Services Division.

FISCAL IMPACT

The Department will assign existing County and contract staff to the support the TADS program expansion. Salaries and benefits for assigned staff were budgeted and approved as part of the FY17 budget process. We will also expand the use of our Crossroads client workforce as appropriate to provide 24 hour coverage. The Department was awarded a Victims of Crime Act (VOCA) grant for FY17, which will be brought to the County Commissioners for approval and acceptance. Funding from the VOCA grant will support contracts for additional services for the TADS program. The grant will also cover maintenance, telephone and Tech Services costs related to property. The agenda item will provide a detail of programs, positions and contracts supported by the VOCA grant.

RECOMMENDATION

It is recommended that the Board approve expansion of the Crossroad program, specifically the Temporary Assistance to Displaced Seniors (TADS) population in collaboration with the Department of Health and Human Services, Aging and Disability Services Division by allowing Washoe County Department of Social Services to occupy space [at no charge] on the Sierra Regional Center campus located at 605 South 21st Street, Sparks, NV, effective July 1, 2016 to June 30, 2019, in order to operate its Washoe County Senior Transitional Program with approximately 14 available beds; and authorize Director of Social Services, Amber Howell, to execute corresponding inter-local agreement.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be "move to approve expansion of the Crossroad program, specifically the Temporary Assistance to Displaced Seniors (TADS) population in collaboration with the Department of Health and Human Services, Aging and Disability Services Division by allowing Washoe County Department of Social Services to occupy space [at no charge] on the Sierra Regional Center campus located at 605 South 21st Street, Sparks, NV, effective July 1, 2016 to June 30, 2019, in order to operate its Washoe County Senior Transitional Program with approximately 14 available beds; and authorize Director of Social Services, Amber Howell, to execute corresponding inter-local agreement."

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Department of Health and Human Services
Aging and Disability Services Division
Sierra Regional Center
Attn: Contract Manager
3416 Goni Road, Building D-132
Carson City, NV 89706
(775) 687-0532
jpruneau@adsd.nv.gov

And

Washoe County Social Services
350 South Center Street
Reno, NV 89502
(775) 785-8600

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of Washoe County Social Services hereinafter set forth are both necessary to Aging and Disability Services Division and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective July 01, 2016 to June 30, 2019, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 90 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SCOPE OF WORK

ATTACHMENT BB: BUSINESS ASSOCIATE ADDENDUM

7. CONSIDERATION. Washoe County Social Services agrees to provide the services set forth in paragraph (6) at a cost of \$ 0.00 per _____ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: _____, not exceeding \$ 0.00. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Consistent with the Limited Liability provision stated above, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise exist as to any party or person, described in this paragraph.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

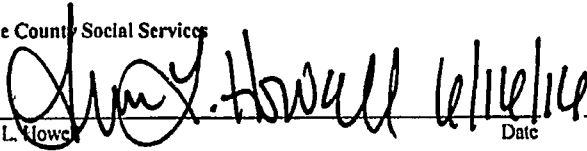
22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Washoe County Social Services

Amber L. Hows



Date

Director, Washoe County Department of Social Services

Signature

Date

Title

Julian M. Montoya

Date

Agency Director, Sierra Regional Center

Jane Gruner

Date

Administrator, Aging and Disability Services Division

Richard Whitley

Date

Director, Department of Health and Human Services

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On

(Date)

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada

On

(Date)

ATTACHMENT AA

SCOPE OF WORK

**Aging and Disability Services Division
Sierra Regional Center (SRC)**

· And

Washoe County Social Services

PURPOSE

The intent of this memorandum is to institute an agreement allowing Washoe County Social Services to occupy space on the Sierra Regional Center campus to operate its Washoe County Senior Transitional Program.

PREMISES.

The location of this space on the Sierra Regional Center campus is 605 South 21st Street, Sparks, NV 89431; building 606,

USE OF PREMISES.

Washoe County Social Services, through County staff and a contracted provider shall use and occupy the premises for the purpose of operating a senior program.

CONDITION OF PREMISES.

Washoe County shall, at the expiration or termination of the agreement, restore the premises to as good a condition as when received, excluding conditions caused by acts of God, ordinary wear and tear, and approved alteration and improvements.

UTILITIES

Washoe County agrees, through its contracted provider to provide their own services to include:

- a. Janitorial services
- b. Telephone service
- c. Computer and data service and repairs
- d. Replacement of fluorescent tubes and bulbs
- e. Interior pest control
- f. Minor drain cleaning from fixtures to exterior clean out.

MAINTENANCE.

Washoe County shall take good care of the Premises and all personal property contained therein, and keep the same in neat, clean and in good maintenance.

SRC agrees to provide maintenance and make any and all repairs necessary to keep the building in good condition during the term of the agreement, including but not limited to:

- a. Building structure, structural elements and systems
- b. Fire sprinklers and systems, fire extinguisher service, life safety and security systems (as required by governmental authorities)
- c. Heating and air conditioning
- d. Exterior paint
- e. Exterior and interior lighting (replacement of ballasts only)
- f. Roofing

- g. Exterior walls
- h. Window and doors that fail.
- i. Restrooms
- j. Sidewalks
- k. Landscaping maintenance to include seasonal cleanup of grounds

Washoe County shall make all repairs and replacements to the premises which are necessary due to misuse, damage, for negligence of staff or clients. Washoe County shall route requests for repairs, which are the responsibility of SRC through SRC. SRC agrees to conduct any and all repairs and maintenance to the buildings in a reasonable time frame and without undue inconvenience to Washoe County and for which, reasonable access shall be provided thereby. When making repairs, SRC shall take necessary actions to protect Washoe County property and personnel from loss, damage, and injury and to avoid disrupting Washoe County use and occupancy of the premises.

EQUIPMENT/OFFICE SUPPLIES.

Washoe County is responsible for supplying its own equipment and office supplies necessary for the operation of its program. Washoe County shall be permitted to use existing appliances in the building. Should any of these appliances fail, Washoe County shall be responsible for repairing or replacing these appliances.

TERMINATION/REVIEW

The term of this agreement shall begin July 01, 2016 through June 30, 2019, unless sooner terminated by either party. Termination shall not be effective until 90 days after a party has served written notice upon the other party. This agreement may not be waived, modified, amended, or altered except in writing and signed by Washoe County Social Services and Aging and Disability Services Division.

**ATTACHMENT BB
STATE OF NEVADA**

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

The Department of Health and Human Services
Aging and Disability Services
3416 Goni Road, Building D-132
Carson City, NV 89706

Herein after referred to as the "Covered Entity"
and

Washoe County Social Services
350 South Center Street
Reno, NV 89502

Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract 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 Contract. 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 Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("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 Regulations; and

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

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

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 in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

1. **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.
 2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
 3. **Covered Entity** shall mean the HIPAA covered components of the Department listed above (Aging & Disability Services, Child and Family Services, Division of Public and Behavioral Health, Division of Health Care Financing & Policy) 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.
 4. **Parties** shall mean the Business Associate and the Covered Entity.
- II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, 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 HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
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 HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, 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 HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. 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 HIPAA Regulations.
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 HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes 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 notify the Covered Entity immediately and 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, to the extent that it is permitted to do so by law. 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 Regulations.
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 Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. 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 HIPAA Regulations. 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 or its agent or subcontractor 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, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations 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 HIPAA Regulations 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 HIPAA Regulations, 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 creates, receives or maintains, 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 Contract 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 by Business Associate of HIPAA Regulations 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 HIPAA Regulations.
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 Regulations.
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 creates, receives, maintains, 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 HIPAA Regulations. 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 Contract 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 in HIPAA Regulations.

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; 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 Contract 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 HIPAA Regulations.

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 Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
- b. Except as otherwise limited in 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 HIPAA Regulations.
- c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.

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 HIPAA Regulations.

- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF THE 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 HIPAA Regulations, 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 HIPAA Regulations, 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 HIPAA Regulations, 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 is 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 Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract 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 HIPAA Regulations.

2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, 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 this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. 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 Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations 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.

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

**Department of Health and Human Services
Aging and Disability Services**

3416 Goni Road, Building D-132

Carson City, NV 89706

(775) 687-0532 Phone

(775) 687-0573 Fax

(Authorized Signature)

Jane Gruner

Administrator

(Date)

BUSINESS ASSOCIATE

Washoe County Social Services

(Business Name)

(Business Address)

(City, State and Zip Code)

(Business Phone Number)

(Business FAX Number)

(Authorized Signature)

(Print Name)

(Title)

(Date)