

### ASHOE COUNT

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### STAFF REPORT **BOARD MEETING DATE: November 29, 2016**

CM/ACM J Finance DA Risk Mgt. Grant Mgt.

DATE:

October 27, 2016 ·

TO:

Board of County Commissioners

FROM:

Patsy Buxton, Fiscal Compliance Officer, 775-328-2418,

pbuxton@washoecountv.us

THROUGH: Anna Heenan, Administrative Health Services Officer, 775-328-2417,

aheenan@washoecountv.us

SUBJECT: Recommendation to approve amendments totaling an increase of [\$34,793.00] in both revenue and expense to the FY17 Assistant Secretary for Preparedness and Response (ASPR) BP5 Carryover Grant Program, IO 11343; and if approved direct the Comptroller's office to make the appropriate budget amendments. (All Commission Districts)

### **SUMMARY**

The Washoe Board of County Commissioners must approve amendments to the adopted fiscal year budget and direct the Comptroller's Office to make the appropriate budget amendments.

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

### PREVIOUS ACTION

There has been no previous action taken by the Board.

### **GRANT AWARD SUMMARY**

Project/Program Name:

ASPR BP5 Carryover Public Health Preparedness Program

### Scope of the Project:

The Grant Agreement was received on October 14, 2016. The Grant Agreement was approved by the District Board of Health on October 27, 2016.

The ASPR award provides funding for emergency response supplies, contractual and advertising expenditures.

Benefit to Washoe County Residents: This Award supports the Epidemiology and Public Health Preparedness (EPHP) Division's mission to strengthen the capacity of public health infrastructure to detect, assess, and respond decisively to control the public health consequences of bioterrorism events or any public health emergency.

**On-Going Program Support:** These funds support on-going activities in the Public Health Preparedness Program.

Award Amount: Total award is \$38,272 (\$34,793 direct/\$3,479 indirect)

Grant Period: November 1, 2016 – June 30, 2017

Funding Source: Assistant Secretary for Preparedness and Response (ASPR)

Pass Through Entity: State of Nevada, Department of Health and Human

Services Division of Public & Behavioral Health

CFDA Number: 93.889

**Grant ID Number:** 5NU90TP000534-05-00

Match Amount and Type: 10% match is required and is met through Shared Services

expenditures

Sub-Awards and Contracts: No Sub-Awards are anticipated.

### FISCAL IMPACT

As this carryover was not anticipated in the FY17 budget, a budget amendment in the amount of \$34,793 is necessary to bring the Notice of Subgrant Award into alignment with the direct program budget. No amendment is necessary for indirect revenue.

Should the BCC approve these budget amendments, the FY17 budget will be increased by \$34,793 in the following accounts:

Account Number 2002-IO-11343	-431100	<u>Description</u> Federal Revenue Total Revenue	Amount of <u>Increase/(Decrease)</u> \$34,793.00 \$34,793.00
2002-IO-11343	-710300	Professional Services Operating Supplies Advertising Total Expenditures	\$13,010.00 \$13,130.00 \$ 8,653.00 <b>\$34,793.00</b>

### RECOMMENDATION

It is recommended that the Board of County Commissioners approve amendments totaling an increase of [\$34,793.00] in both revenue and expense to the FY17 Assistant Secretary for Preparedness and Response (ASPR) BP5 Carryover Grant Program, IO 11343; and if approved direct the Comptroller's office to make the appropriate budget amendments.

### POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve amendments totaling an increase of [\$34,793.00] in both revenue and expense to the FY17 Assistant Secretary for Preparedness and Response (ASPR) BP5 Carryover Grant Program, IO 11343; and if approved direct the Comptroller's office to make the appropriate budget amendments."



### State of Nevada Department of Health and Human Services

### Division of Public & Behavioral Health (hereinafter referred to as the Division)

HD #:	15761
Budget Account:	3218
Category:	23_
GL:	8516
Job Number:	9388916
Sub-Org:	02

### **NOTICE OF SUBGRANT AWARD**

Program Name: Public Health Preparedness Program Bureau of Preparedness, Assurance, Inspection	Subgrantee Name: Washoe County Health District (WCHD)						
Statistics (PAIS)							
Address: 4150 Technology Way, Suite 200 Carson City, NV 89706-2009		Address: 1001 Eas Reno, NV	t Ninth Stre	et / PO Box 111	30		
Subgrant Period: November 1, 2016 through June 30, 2017		Subgrantee's:  EIN: 88-6000138  Vendor #: T40283400Q					
		Dun & B	radstreet:	073786998			
Purpose of Award: These carryover funds are outlined in the ASPR grant guidance.					ctivities that are		
Region(s) to be served: ☐ Statewide 🛛 Sp							
Approved Budget Categories:		sburseme	nt of funds	will be as follo	<u>ws</u> :		
1. Personnel \$ 0.0	—·· I	Payment	will be mad	e unon receint a	nd acceptance of an		
2. Travel \$ 0.0 3. Supplies \$ 13,130.0	l in				ecifically requesting		
3. Supplies \$ 13,130.0 4. Equipment \$ 0.0	re	imburseme	nt for actua	l expenditures <i>s</i>	pecific to this subgrant.		
5. Contractual/Consultant \$ 13,010.0	_   10			not exceed \$38,	,272.00 during the		
6. Other \$ 8,653.0		bgrant peri	oa.				
7. Indirect \$ 3,479.0	<del></del>						
Total Cost: \$ 38,272.0							
Source of Funds:		% Funds:	CFDA:	FAIN:	Federal Grant #:		
Assistant Secretary for Preparedness and Response (ASPR)		100%	93.889	U90TP000534	5NU90TP000534-05-00		
Terms and Conditions:							
In accepting these grant funds, it is understood							
<ol> <li>Expenditures must comply with appropriate</li> <li>This award is subject to the availability of appropriate</li> </ol>				i	İ		
The recipient of these funds agrees to stipu				documents.			
Incorporated Documents:			····		and an an de and		
Section A: Assurances;							
Section B: Description of Services, Scope Section C: Budget and Financial Reporting			ables;				
Section D: Request for Reimbursement;	Require	ments,					
Section E: Audit Information Request;							
Section F: DPBH Business Associate Add	endum;	•					
Attachment 1: Match Certification;			_				
Attachment 2: Detailed Work Plan.  Kevin Dick	191		Signature	<i>[</i>	Date /		
District Health Officer	(n	1	The Contract of the Contract o		10/27/16		
Erin Lynch, MPH	. <i>i</i>	. // .					
Program Manager, PHP 7.01	n u	11161	<u>.    </u>		10/17/16		
Chad Westom Bureau Chief, PAIS	War	ran W	Won.	$\widehat{}$	10.19.16		
for Cody L. Phinney, MPH	· ·		<u> y</u>				
Administrator, Division of Public & Behavioral Health							
DIVIDION OF FUDIO & DENAVIOIAL FRAILI)							

### **SECTION A**

### **Assurances**

As a condition of receiving subgranted funds from the Nevada State Division of Public and Behavioral Health, the Subgrantee 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.
- 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).
- 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.

- 10. Sub-grantee agrees to comply with the requirements of the Title XII Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.
- 11. Whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
  - a. Any federal, state, county or local agency, legislature, commission, council, or board;
  - b. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
  - c. Any officer or employee of any federal, state, county or local agency, legislature, commission, council or board.
- 12. Division subgrants are subject to inspection and audit by representative of the Division, Nevada Department of Health and Human Services, the State Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to:
  - Verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
  - b. Ascertain whether policies, plans and procedures are being followed;
  - c. Provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
  - d. Determine reliability of financial aspects of the conduct of the project.
- 13. Any audit of Subgrantee's expenditures will be performed in accordance with generally accepted government auditing standards to determine there is proper accounting for and use of subgrant funds. It is the policy of the Division, as well as federal requirement as specified in the Office of Management and Budget (2 CFR § 200.501(a)), revised December 26, 2013, that each grantee annually expending \$750,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO:

Nevada State Division of Public and Behavioral Health Attn: Contract Unit 4150 Technology Way, Suite 300 Carson City, NV 89706-2009

This copy of the final audit must be sent to the Division within nine (9) months of the close of the subgrantee's fiscal year. To acknowledge this requirement, Section E of this notice of subgrant award must be completed.

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### **SECTION B**

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

Washoe County Health District (WCHD), hereinafter referred to as Subgrantee, agrees to provide the following services and reports according to the identified timeframes:

- The attached Detailed Work Plan (Attachment 2) is for Budget Period 5 carryover, November 1, 2016 through June 30, 2017 and is broken down by capability, function and activity. The Detailed Work Plan contains the estimated funding, activity description, output documentation and estimated date of completion for each activity broken down by Capability.
- Achievements of Capability Objectives for this budget period are to be completed by June 30, 2017. Outcome of
  the funded Capabilities will be measured by Nevada State Division of Public and Behavioral Health (Division).
  Each funded capability requires substantial achievement and demonstration of completion as specified in the
  Detailed Work Plan of the funded functions and resource elements. If objectives are not met, Division may
  reduce the amount of this subgrant award and reallocate funding to other preparedness priorities within the state.
- Submit written Progress Reports to the Division electronically on or before:

$\triangleright$	January 31, 2017	2 <sup>nd</sup> Quarter Progress Report	(For the period of 11/1/16 - 12/31/16)
$\triangleright$	April 30, 2017	3rd Quarter Progress Report	(For the period of 11/1/16 - 3/31/17)
$\triangleright$	July 31, 2017	Final Progress Report	(For the period of 11/1/16 – 6/30/17)

Submit written Quarterly Match Sharing Report to the Division electronically on or before:

$\triangleright$	January 31, 2017	2 <sup>nd</sup> Quarter	(For the period of 11/1/16 – 12/31/16)
$\triangleright$	April 30, 2017	3 <sup>rd</sup> Quarter	(For the period of 1/1/17 – 3/31/17)
$\triangleright$	July 31, 2017	4th Quarter	(For the period of 4/1/17 – 6/30/17)

Additional information may be requested by the Division, as needed, due to evolving state and federal reporting requirements.

### **SECTION C**

### **Budget and Financial Reporting Requirements**

Identify the source of funding on all printed documents purchased or produced within the scope of this subgrant, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Division of Public and Behavioral Health through Grant Number 5NU90TP000534-05-00 from the Assistant Secretary for Preparedness and Response (ASPR). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Division nor ASPR."

Any activities performed under this subgrant shall acknowledge the funding was provided through the Division by Grant Number 5NU90TP000534-05-00 from ASPR.

Subgrantee agrees to adhere to the following budget:

Category		Total cost	Detailed cost	Details of expected expenses
1. Personnel	\$	0		
2. Travel	\$	0		
3. Supplies	\$	13,130		
			\$ 13,130	Emergency response supplies such as EMS kits, triage, ribbon dispensers, evacuation tags, triage tags, rapid response damage control kits, supplies for the Medical Mobile Facility.
4. Equipment	\$			
5. Contractual/ Consultant	\$	13,010		
	<b></b>		\$ 3,500	Hospital Incident Command System (HICS) Training for healthcare partners.
			\$ 3,500	HICS Training. In-person. 2 sessions. 1) one generic training session for healthcare facilities; and 2) one specific for St. Mary's Regional Medical Center.
			\$ 3,980	Online HICS Training. \$20/person x 199 people = \$3,980
			\$ 2,030	Functional Assessment Services Teams (FAST) Training
6. Other	\$	8,653		
			\$ 8,653	Medical Reserve Corp media buy
7. Indirect	\$	3,479		
			\$	Indirect Rate @ 10% \$34,793 x 10% = \$3,479
Total Cost	\$	38,272		

- Division of Public and Behavioral Health policy is to allow no more than 10% flexibility (no more than a cumulative amount of \$3,827.20), within approved Scope of Work, unless otherwise authorized. Upon reaching the 10% funding adjustment threshold, additional adjustments between categories cannot be made without prior written approval from the Division. Changes to the Scope of Work cannot be made without prior approval from the Division and the federal funding agency. Redirect requests may not be submitted within 60 days of the close of the subgrant period. Approval from Program Manager is required on all redirects.
- Meal/Food Costs: Subgrantee should continue to exercise due diligence in reviewing meals served at meetings, training exercises, and similar events to ensure that this activity has been included in their approved spend plans and budgets. The criteria for determining allowable expenses for upcoming meetings and conferences where meals will be served are:

- Meals must be a necessary part of a working meeting (or training), integral to full participation in the
  business of the meeting, i.e., meals may not be taken elsewhere without attendees missing essential
  formal discussions, lectures, or speeches concerning the purpose of the meeting or training.
- Meal costs are not duplicated in participants' per diem or subsistence allowances.
- Meeting participants (majority) are traveling from a distance of more than 50 miles.
- Guest meals (i.e., meals for non-essential attendees) are not allowable.
- 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/Subgrantees 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).

Subgrantee agrees to request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subgrant period.

- Submit monthly Requests for Reimbursement no later than 30 days following the end of the month; submit a
  Request for Reimbursement for activities completed through the month of June no later than July 31, 2017. The
  final Request for Reimbursement date is subject to change upon direction from the Division.
- The maximum available through the subgrant is \$38,272.00
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description
  of expenses incurred;
- Provide complete travel detail including purpose of travel and attach copies of travel claim summary (if available).
- Attached invoice copies for all items listed in Contract/Consultant and Equipment. Also attach invoices for all Supplies and Other purchases that are over \$500 per item. NOTE: Supplies are items which have a consumable life of less than 1 year and Equipment are items over \$5,000 per item OR have a consumable life of over 1 year (ie: laptops, iPads, printers, etc...).
- Costs associated with food or meals are NOT permitted unless included with per diem as a part of official travel.
   Meals cannot be claimed within 50 miles of the official workstation.
- Additional expenditure detail will be provided upon request from the Division.
- Subgrantee agrees to Match a nonfederal contribution in the amount of 10% (\$1 for each \$10 of federal funds provided in this subgrant). The Match for budget period will be \$3,827.20. This Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including plant, equipment or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such nonfederal contributions. Documentation of match, including methods and sources must be available upon request of Division. Subgrantee will sign attached Match Certification (Attachment 1).

Additionally, the Subgrantee agrees to provide:

- Provide a copy of all plans developed and all After Action Reports (AAR) for exercises within 45 days of completion.
- 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:

- Review and approve activities through programmatic and fiscal reports and conduct annual site visits at the Subgrantee's physical site as necessary.
- Provide technical assistance, upon request from the Subgrantee.
- The Division reserves the right to hold reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Division.

### Both parties agree:

- Based on the bi-annual narrative progress and financial reporting forms, as well as site visit findings, if it appears to the Nevada State Division of Public and Behavioral Health that activities will not be completed in time specifically designated in the Scope of Work, or project objectives have been met at a lesser cost than originally budgeted, the Nevada State Division of Public and Behavioral Health may reduce the amount of this subgrant award and reallocate funding to other preparedness priorities within the state. This includes but is not limited to:
  - o Reallocating funds between the subgrantee's categories, and
  - Reallocating funds to another subgrantee or funding recipient to address other identified PHP priorities, by removing it from this agreement through a subgrant amendment.
- The Subgrantee will, in the performance of the Detailed Work Plan specified in this subgrant, perform functions and/or activities that could involve confidential information; therefore, the Subgrantee is requested to fill out and sign Section F, which is specific to this subgrant, and will be in effect for the term of this subgrant.
- All reports of expenditures and requests for reimbursement processed by the Division are SUBJECT TO AUDIT.
- This subgrant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

### **Financial Reporting Requirements**

- A Request for Reimbursement is due on a <u>monthly or quarterly</u> basis, based on the terms of the subgrant agreement, no later than the 30<sup>th</sup> of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subgrant Award.

SECTION D HD#: 15761 Budget Account. 3218 Category: 23 8516 GL. Job #: 9388916 Sub-org: 02 Draw # REQUEST FOR REIMBURSEMENT Program Name: Subgrantee Name: Washoe County Health District (WCHD) Public Health Preparedness Program Preparedness, Assurance, Inspections and Statistics Address: Address: 4150 Technology Way Suite# 200 1001 East Ninth Street / PO Box11130 Carson City, NV 89706 Reno, NV 89520 Subgrant Period: Subgrantee's: November 1, 2016 through June 30, 2017 EIN: 88-6000138 Vendor #: T40283400Q DUNS#: 073786998 FINANCIAL REPORT AND REQUEST FOR FUNDS (must be accompanied by expenditure report/back-up) Month(s): Calendar year: Α В C ח Е **Approved Budget** Approved Total Prior Current Year to Budget Percent Category **Budget** Requests Request Date Total Balance Expended 1 Personnel \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 2 Travel \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 3 Supplies \$13,130.00 \$0.00 \$0.00 \$0.00 \$13,130.00 0.0% 4 Equipment \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 0.0% 5 Contract/Consultant \$13,010.00 \$0.00 \$0.00 \$0.00 \$13,010.00 0.0% 6 Other \$8,653.00 \$0.00 \$0.00 \$0.00 \$8,653.00 7 Indirect \$3,479.00 \$0.00 \$0.00 \$0.00 \$3,479.00 0.0% Total \$38,272.00 \$0.00 \$0.00 \$0.00 \$38,272.00 0.0% This report is true and correct to the best of my knowledge Authorized Signature (BLUE INK) Dale Reminder: Request for Reimbursement cannot be processed without an expenditure report/backup. 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.

### Washoe County Health District (WCHD) #15761 Reimbursement Worksheet November 2016

			Novemb	er 2016			
Personnel	Title			Desc	ription		Amount
						TOTAL	
Travel			Mileage @	Lodging &	AirFare	D /D :::	
(Name of Traveler)	Travel Dates	То	\$0.54/mi	Per Diem	& IVIISC	Purpose/ Description	Amount
		T				TOTAL	
Supp	olies			Desc	ription		Amount
		ļ					
		<del> </del>		****			
						TOTAL	
Equip (Items \$5,00	ment 00 or more)	Description (attach invoice copies for all Items)					Amount
					· · · · · · · · · · · · · · · · · · ·		
Contract /	Consultant			Desc	ription	TOTAL	Amount
						TOTAL	
Other			Amount				
Indi	rect			Desc	ription	TOTAL	Amount
				TOTAL EXF	PENDITU	TOTAL RES	
		·				<del></del>	

### Nevada Division Public & Behavioral Health: Public Health Preparedness Assistant Secretary for Preparedness and Response (ASPR) Carryover Budget per Capability Washoe County Health District November 1, 2016 through June 30, 2017

**Contact Name:** Christina Conti **Phone Number:** 775-326-6051

E-Mail Address: cconti@washoecounty.us

Applicant/Agency Name: WCHD

Total Agency Request: \$ 38,272

Insert your total monthly expenditure amount beside each function. If using an electronic copy, spreadsheet will calculate Current % Expended. Return this documentalong with your monthly reimbursement request. This will provide a tracking to expedite the mid- and end-of-year progress reporting.

\*\*Please contact us if you have any questions.

Budget Summary			:
	 (a)	 (b)	(c)
Monthly Expenditure:	Budget	rrent \$ ended	Current % Expended
1. Healthcare System Preparedness	\$ 2,233		
F1: Develop, refine, or sustain Healthcare Coalitions	\$ -	\$ -	0%
F2: Coordinate healthcare planning to prepare the			
healthcare system for a disaster	\$ -	\$ -	0%
F3: Indentify and prioritize essential healthcare assets and			
services.	\$ 	\$ -	0%
F4: Determine gaps in the healthcare preparedness and	 _		
identify resources for mitigation of these gaps	\$ -	\$ -	0%
F5: Coordinate training to assist healthcare responders to develop	 		
the necessary skills in order to respond	\$	\$ -	0%
F6: Improve healthcare response capabilities through			
coordinated exercise and evaluation	\$ •	\$ -	0%
F7: Coordinate with planning for at-risk individuals and those		 ,,	
with special medical needs	\$ 2,233	\$ •	0%
2. Healthcare System Recovery:	\$ -		
F1: Develop recovery processes for the healthcare delivery syste	\$ -	\$ -	0%
F2: Assist healthcare organizations to implement			
Continuity of Operations (COOP)	\$ -	\$ •	0%
3. Emergency Operations Coordination:	\$ 12,078		
F1: Healthcare organization multi-agency representation			
and coordination with emergency operations	\$ 12,078	\$ -	0%
F2: Assess and notify stakeholders of healthcare delivery status	\$	\$	0%
F3: Support healthcare response efforts through coordination	 		
of resources	\$ -	\$	0%
F4: Demobilize and evaluate healthcare operations	\$ _	\$ -	0%

		(a)		(b)	(c)
Monthly Expenditure:		Budget	3	rrent\$	Current %
Budget Summary Page	 7		I EX	pended	Expended
5. Fatality Management:	\$	-			
F1: Coordinate surges of deaths and human remains at healthcare					
organizations with community fatality management operations	\$	-	\$	-	0%
F2: Coordinate surges of concerned citizens with community					
agencies responsible for family assistance	\$		<u>\$</u>		0%
F3: Mental/behavioral support at the healthcare organization lev	\$	-	<u>\$</u>		0%
5. Information Sharing:	\$	•			
F1: Provide healthcare situational awareness that contributes to					
the incident common operating picture.	\$	-	\$	-	0%
F2: Develop, refine, and sustain redudant, interaperable					
communication systems	\$		\$	-	0%
0. Medical Surge:	\$	14,443			
F1: The Healthcare Coalition assists with the coordination of	•	,			
the healthcare organization response during incidents that					
require medical surge			\$	_	0%
F2: Coordinate integrated healthcare surge operations with					
pre-hospital Emergency Medical Services	\$	3,610	\$	_	0%
F3: Assist healthcare organizations with surge capacity and			***************************************	· · · · · · · · · · · · · · · · · · ·	
capability	\$	7,222	\$	-	0%
F4: Develop Crisis Standards of Care guidance	\$	-	\$	-	0%
F5: Provide assistance to healthcare organizations					
regarding evacuation and shelter in place operations	\$	3,611	\$	-	0%
4. Responder Safety and Health	\$	-			
F1: Assist healthcare organizations with additional	•				
pharmaceutical protection for healthcare workers	\$	-	\$	-	0%
F2: Provide assistance to healthcare organizations with access					
to additional Personal Protective Equipment.	\$	-	\$	-	0%
5. Volunteer Management:	\$	9,518			
F1: Participate with volunteer planning processes to	ず	-,			
determine the need for volunteers in healthcare organizations	\$	_	\$	-	0%
F2: Volunteer notification for healthcare response needs	\$	-	\$	-	0%
F3: Organization and assignment of volunteers	\$	9,518	\$	-	0%
F4: Volunteer notification for healthcare response needs	\$ \$ \$	-	\$	-	0%
		20.272			
	\$	38,272	\$	<u>-</u>	

### **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: Contract Unit 4150 Technology Way, Suite 300 Carson City, NV 89706-2009

2. Did your organization expend \$750,000 or more in all federal awards during your

	organization's most recent fiscal year?	yes □no	1
3.	When does your organization's fiscal year end?	June 30, 2017	
4.	What is the official name of your organization?	washoe County Health Tristrict	
5.	How often is your organization audited?	Annually	
6.	When was your last audit performed?	Fylle in process	i
7.	What time period did your last audit cover	7/1/15-6/30/14	
8.	Which accounting firm conducted your last audit?	Eide Bailly	
natur	Cernallaence 10/25/16  BLUE INK)  Date	Administrative Health Services Off	1. 1cu

J YES

### **SECTION F**

### **Business Associate Addendum**

### **BETWEEN**

### Nevada Division of Public and Behavioral Health

Hereinafter referred to as the "Covered Entity"

and

### **Washoe County Health District**

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.
  - 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.

- 8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
- Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
- 10. Health Care Operations shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
- 11. Individual means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
- 12. Individually Identifiable Health Information means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
- 13. Parties shall mean the Business Associate and the Covered Entity.
- Privacy Rule shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
- 15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
- 16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes, but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statues or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
- 17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
- 18. Security Rule shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
- 19. Unsecured Protected Health Information means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
- 20. USC stands for the United States Code.

### II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

- 1. Access to Protected Health Information. The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
- Access to Records. The Business Associate shall make its internal practices, books and records relating to
  the use and disclosure of protected health information available to the Covered Entity and to the Secretary for
  purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance
  with 45 CFR 164.504(e)(2)(ii)(H).
- 3. Accounting of Disclosures. Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
- 4. Agents and Subcontractors. The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
- 5. Amendment of Protected Health Information. The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the

- Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
- 6. Audits, Investigations, and Enforcement. The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
- 7. Breach or Other Improper Access, Use or Disclosure Reporting. The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: the Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident: the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
- 8. Breach Notification Requirements. If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
- 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).
- Policies and Procedures. The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
- 14. Privacy and Security Officer(s). The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.

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

### 1. Permitted Uses and Disclosures:

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

### 2. Prohibited Uses and Disclosures:

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

in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

### IV. OBLIGATIONS OF COVERED ENTITY

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

### V. TERM AND TERMINATION

### 1. Effect of Termination:

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

### VI. MISCELLANEOUS

- Amendment. The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
- 2. Clarification. This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
- 3. Indemnification. Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
  - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and

- b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
- 4. Interpretation. The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
- 5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
- 6. **Survival**. The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

THIS SPACE INTENTIONALLY LEFT BLANK

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	Business Associate
	Washoe County Health District
Division of Public and Behavioral Health 4150 Technology Way, Suite 300 Carson City, NV 89706	Business Name
	1001 East Ninth Street
Phone: (775) 684-5975	Business Address
Fax: (775) 684-4211	
	Reno, NV 89512
	Business City, State and Zip Code
	775-328-2400
	Business Phone Number
	775-328-3752
	Business Fax Number
	Sin A. Sind
Authorized Signature (BLUE INK)	Authorized Signature (BLUE INK)
for Cody L. Phinney, MPH	Kevin Dick
Print Name	Print Name
Administrator,	
Division of Public and Behavioral Health	District Health Officer
Title	Title
	10/27/16
Date	Date

### **ATTACHMENT 1**

### **Match Certification**

Date:	10/25/16						
External Funding Source:	Assistant Secretary for Preparedness and Response (ASPR) – Hospital Preparedness Program (HPP)						
A mandatory cost sharing/m	atching cost contribution is required for the following proposal:						
Funding Recipient:	Washoe County Health District						
Project Title:	HPP and PHEP Cooperative Agreement						
Project Grant #:	5NU90TP000534-05-00						
Duration:	From: November 1, 2016						
Total cost sharing/matching	cost contribution: \$3,827.20 / Percentage: 10%						
Source of cost sharing/matc	hing cost contribution:						
Name: Should	services expenditures						
Account # (if applicable):							
Funding recipient hereby cer being used to match any oth	tifies that the identified cost sharing/matching cost contribution is not er funding source.						
Washoe County Health District Name and Title (Funding Recipient)	Cenuclburcon 10/25/16 Signature (BLUE INK) Date						

### ATTACHMENT 2

# Washoe County Health District ASPR Hospital Preparedness Program (HPP) Detailed Work Plan November 1, 2016 through June 30, 2017 (BP5 Carryover)

25%		prepare, respond, and recover from incidents that		f these gaps rder to respond		functional needs within shelter operations		Completion Quarter	Activity Documentation (Q1, Q2, Q3, Q4)	O	ign-in sheets	Q4	
SYSTEM PREPAREDNESS	No Planned Activity	oility of the community's healthcare system to pool long term.	le jurisdiction prepare the healthcare system for a disaster palthcare assets and services	preparedness and identify resources for mitigation of these gaps hcare responders to develop the necessary skills in order to respo	s through coordinated exercise and evaluation viduals and those with special medical needs.	ase the region's capability to address access and			Activity	in Functional Access Service List of organizations	Training materials, sign-in sheets	- Jo	mergency Management
HPP CAPABILITY # 1: HEALTHCARE SYST	⊠ Build ☐ Sustain ☐ Scale Back ☐ No Plar	Goal(s):  1) Washoe County Health District (WCHD) will have the ability of the community's healthcare system to prepare, respond, and recover from incidents that have a public health and medical impact in the short and long term.	Check ALL Functions that apply  Punction #1: Determine risks to the health of the jurisdiction  Function #2: Coordinate healthcare planning to prepare the healthcare system for a disaster  Function #3: Identify and prioritize essential healthcare assets and services	Function #4: Determine gaps in the healthcare preparedness and identify resources for mitigation of these gaps   Function #5: Coordinate training to assist healthcare responders to develop the necessary skills in order to respond	Function #6: Improve healthcare response capabilities through coordinated exercise and evaluation $\overline{X}$ Function #7: Coordinate with planning for at-risk individuals and those with special medical needs.	Objective(s):  1) By June 2017, Washoe County Health District will increase the region's capability to address access and functional needs within shelter operations.	Output(s):	L) Number of people and organizations trained	Activity	<ol> <li>Identify appropriate organizations to participate in Func Teams training.</li> </ol>	2) Coordinate and provide FAST training.	3) Draft language to be included in the Washoe County Population Protection: Evacuation. Mass Care. Human Services and Sheltering Plan for the utilization of	FAST. Draft language will be given to Washoe County Emergency Management

HPP CAPABILITY #3: EMERGENCY OPERATIONS COORDINATION		25%
☐ Build ⊠ Sustain ☐ Scale Back ☐ No Planned Activity		
Goal(s):		
1) Washoe County Health District (WCHD) will have the ability for healthcare organia	the ability for healthcare organizations to engage with incident management at the Emergency	nergency
Operations Center or with on-scene incident management dur ng an incident to coordinate information and resource allocation for affected healthcare	ordinate information and resource allocation for affe	cted healthcare
organizations.		
Check ALL that apply		
oxtimes Function #1: Healthcare organization multi-agency representation and coordination with emergency operations	ordination with emergency operations	
Eunction #2: Assess and notify stakeholders of healthcare delivery status	-	
Eunction #3: Support healthcare response efforts through coordination of resources	fresources	
Function #4: Demobilize and evaluate healthcare operations.		
Objective(s):		
1)By June 2017, WCHD will have coordinated HICS training in Washoe County for regional hospitals and SNFs.	nal hospitals and SNFs.	
Output(s):		
1) # of HICS trainings		
2) # of facilities and individuals trained		-
Activity	Activity Documentation	Completion Quarter
1) Provide HICS training to regional hospitals and SNFs	Training schedule, sign-in sheets	Q4

HPP CAPABILITY # 10: MEDICAL SURGE	728%	9
⊠ Build		
<ul><li>Goal(s):</li><li>WCHD will improve medical surge capability to provide adequate medical triage a infrastructure within the community.</li></ul>	ide adequate medical triage and evaluation during incidents that exceed the limits of the medical	the medical
Check ALL that apply    The Healthcare Coalition assists with the coordination of th	with the coordination of the healthcare organization response during incidents that require	ts that require
X Function #2: Coordinate integrated healthcare surge operations with pre-hospital Emergency Medical Services (EMS) operations   X Function #3: Assist healthcare organizations with surge capacity and capability	-hospital Emergency Medical Services (EMS) opera ability	itions
$ \Box $ Function #4: Develop Crisis Standards of Care Guidance $ X $ Function #5: Provide assistance to healthcare organizations regarding ev	Guidance organding evacuation and shelter in place operations	
2017, Washoe County Health District will	increase first responders' ability to respond to a mass casualty incident by purchasing needed triage	needed triage
materials.		
Output(s):  1) Type and number of materials purchased 2) List of agencies associated with the supply purchases.		
Activity	Activity Documentation (	Completion Quarter (Q1, Q2, Q3, Q4)
Purchase DMS eight-position kit and ribbon dispensers for regional EMS     partners	Invoices Q3	
2) Purchase replacement triage tags for Renown	Invoices Q3	
3) Distribute purchased equipment to regional partners	Documentation of transfer of supplies Q3	
4) Purchase rapid response damage control kits for region	Kits and documentation of transfer to regional Q4 partner locations.	
5) Purchase identified equipment and supplies for mobile medical facility and point of dispensing medical supplies and equipment that can be utilized in the event of an emergency	Invoices Q4	-
Objective(s):		
2) By June 2017, Washoe County Health District will increase skilled nursing facilities' ability to evacuate and track patients by purchasing evacuation kits for	ability to evacuate and track patients by purchasing ev:	acuation kits for
four facilities.		- '

	Completion Quarter (Q1, Q2, Q3, Q4)	Q4
	Activity Documentation	
	-	Invoices
Output(s): 1) list of skilled nursing facilities receiving supplies	Activity	1) Purchase 4 DMS evacuation kits for skilled nursing facilities

HPP CAPABILITY # 15: VOLUNIEEK MANAGEMENI		75%
🛚 Build 🔻 🗌 Sustain 💮 Scale Back 🔝 No Planned Activity		
Goal(s):		
1) Recruit at least 10 new MRC volunteers via TV commercial ads and ads in a professional association's newsletter.	ssional association's newsletter.	
Check ALL that apply		
Function #1: Participate with volunteer planning processes to determine the need for volunteers in healthcare organizations	e the need for volunteers in healthcare orga	nizatíons
Eunction #2: Volunteer notification for healthcare response needs		
igtienegmm  Function #3: Organization and assignment of volunteers		
Function #4: Coordinate the demobilization of volunteers		
Objective(s):		
1) Increase the number of new MRC volunteers by 10%.		
Output(s):		
1) Purchase local TV commercial ad spots.		
2) Purchase advertisement space in a professional association's newsletter.		
Activity	Activity Documentation	Completion Quarter (Q1, Q2, Q3, Q4)
1) Run on local TV MRC commercial ad spots to recruit new MRC volunteers.	A copy of the MRC TV Commercial ad.	Q3
<ol> <li>Place in a professional association's newsletter an ad to recruit new MRC Volunteers.</li> </ol>	A copy of the professional association's newsletter published MRC ad.	Q3