



State of Nevada
Nevada Health Authority
(hereinafter referred to as the Department)

Agency Ref. #: RHT-
IN226032
Dept / BA / CAT: 410-3247-11
GL: 8798
Reporting #: 93798R26
Sub GL:

NOTICE OF SUBAWARD

Program Name: Nevada Health Authority Jason Bleak, Agency Manager, j.bleak@nvha.nv.gov				Subrecipient's Name: Lyon County Taylor Allison, Emergency Management & Government Affairs Director, tallison@lyon-county.org			
Address: 4070 Silver Sage Dr Carson City, NV 89701-8510				Address: 34 Lakes Blvd Dayton, NV 89403			
Subaward Period: Upon Director's Approval through 8/30/2027				Subrecipient's: EIN: 88-6000097 Vendor #: T40156600 UEI #: UT4JJJ9N6L69			
Subaward Type: ☒ New, ☐ Amendment, ☐ Closeout Payment Terms: ☒ Reimbursement, ☐ Advance, ☐ Combination							
Purpose of Award: This project will support improved health outcomes, strengthening rural health care infrastructure, attract/retain more health care providers, and technology innovation across rural Nevada.							
Region(s) to be served: ☐ Statewide ☒ Specific county or counties: <u>Lyon County</u>							
Population (s) to be served:							
Approved Budget Category				FEDERAL AWARD COMPUTATION:			
1	Personnel	\$	\$34,717.00	Total Obligated by this Action:		\$	\$4,289,351.00
2	Travel	\$		Cumulative Prior Awards this Budget Period:		\$	0.00
3	Supplies	\$	\$81,600.00	Total Federal Funds Awarded to Date:		\$	0.00
4	Equipment	\$	\$1,647,254.00	Match Required ☐ Y ☒ N		\$	0.00
5	Contract/Consultant	\$	\$2,525,780.00	Amount Required this Action:		\$	0.00
6	Training	\$		Amount Required Prior Awards:		\$	0.00
7	Other	\$		Total Match Amount Required:		\$	0.00
TOTAL DIRECT COSTS		\$	\$4,254,634.00	Research and Development (R&D) ☐ Y ☒ N			
8	Administrative Costs	\$	\$34,717.00	Federal Budget Period: 12/29/2025 through 10/30/2026			
TOTAL APPROVED BUDGET		\$	\$4,289,351.00	Federal Project Period: 12/29/2025 through 10/30/2030			
				FOR AGENCY USE, ONLY			
Source of Funds: Office of Acquisitions and Grants Management, Rural Health Transformation Program, Big Beautiful Bill Act of 2025, Section 71401			% Funds: 100%	CFDA: 93.798	FAIN: RHTCMS332074	Federal Grant #: RHTCMS332074-01	Grant Award Date by Federal Agency: 12/29/2025
Agency Approved Indirect Rate: NA for the Department				Subrecipient Approved Indirect Rate: N/A for the Department			
Terms and Conditions: In accepting these grant funds, it is understood that: 1. This award is subject to the availability of appropriate funds. 2. Expenditures must comply with any statutory guidelines, the Department Grant Instructions and Requirements, and the State Administrative Manual. 3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented 4. Subrecipient must comply with all applicable Federal regulations 5. Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator. 6. Financial Status Reports and Requests for Funds must be submitted monthly , unless specific exceptions are provided in writing by the grant administrator. 7. Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a Federal award must be retained for a period of three years from the state of submission of the final expenditure report or, for Federal awards that are renewed quarterly, or annually, from the date of submission of the quarterly or annual financial reports.							
Incorporated Documents: Section A: Grant Conditions and Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements; Section D: Request for Reimbursement;				Section E: Audit Information Request; Section F: Current/Former State Employee Disclaimer; Section G: Department Business Associate Addendum; Section H: Attachment A: Progress Reporting, Attachment B: Request for Reimbursement, & Attachment C: Budget Plan			
Name				Signature		Date	
Taylor Allison Emergency Management & Government Affairs Director							
Alicia Roman, Fiscal & Projects Officer Rural Health Transformation Program, NVHA							
Stacie Weeks Director, NVHA							

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**SECTION A
GRANT CONDITIONS AND ASSURANCES**

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Nevada Health Authority (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent entity.
2. The Subrecipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Subrecipient from its obligations under this Agreement.
 - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Subrecipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - The Department may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Subrecipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. The Subrecipient must obtain prior written approval from the Department before making any material change to the approved scope of work, budget, work plan, performance period, key personnel, or approved activities.
 - a. Prior written approval is required for, at minimum: new or previously unapproved subawards; consultant, contractor, or contractual activities not previously approved; changes in key personnel or level of effort; changes in project scope; no-cost extensions; carryover requests; lifting of funding restrictions; removal or modification of corrective action or non-compliance plans; equipment and other capital expenditures requiring approval under 2 CFR 200.439; rearrangement or reconversion costs under 2 CFR 200.462; and budget revisions that exceed applicable federal or Department thresholds.
 - b. Verbal approval is not sufficient. The Subrecipient proceeds with any change requiring prior approval at its own risk until written approval is issued by the Department.
5. The Subrecipient acknowledges that funds awarded under this Agreement are federal financial assistance funds awarded to the State of Nevada through the Centers for Medicare & Medicaid Services ("CMS") under the Rural Health Transformation Program ("RHT Program"). The Subrecipient agrees to comply with all federal, state, and program-specific requirements applicable to the award, whether expressly stated in this Agreement or incorporated by reference.

The following documents and authorities are incorporated into this Agreement as binding requirements to the extent applicable to the Subrecipient's activities, costs, performance, reporting, administration, and use of funds:

- a. the CMS Notice of Award, including all standard, program-specific, and recipient-specific terms and conditions;
- b. the CMS Standard Grant and Cooperative Agreement Terms and Conditions;
- c. the CMS Rural Health Transformation Program Notice of Funding Opportunity, CMS-RHT-26-001;

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- d. the State of Nevada's CMS-approved Rural Health Transformation Program application, work plan, budget, and any CMS-approved revisions;
- e. Public Law 119-21, Section 71401;
- f. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- g. 2 CFR Part 300 and other applicable HHS regulations;
- h. the HHS Grants Policy Statement;
- i. applicable HHS administrative and national policy requirements;
- j. applicable federal appropriations restrictions, civil rights requirements, audit requirements, cost principles, procurement requirements, property requirements, record retention requirements, reporting requirements, and subrecipient monitoring requirements;
- k. Nevada Department of Health and Human Services Grant Instructions and Requirements, to the extent applicable; and
- l. any additional written guidance, award condition, corrective action requirement, or approval issued by CMS or the Department that applies to the Subrecipient's award.

6. The Subrecipient shall perform all activities under this Agreement in accordance with the approved scope of work, approved budget, applicable funding limitations, allowable cost requirements, and performance expectations of the RHT Program. Federal funds may be used only for costs that are necessary, reasonable, allocable, allowable, adequately documented, not prohibited by the RHT Program, and consistent with the approved award.

The Subrecipient acknowledges that federal award requirements generally flow down to subawards and subrecipients unless a requirement expressly applies only to the prime recipient or unless the context clearly indicates otherwise. The Subrecipient shall comply with all applicable federal requirements and shall ensure that its contractors, consultants, lower-tier subrecipients, and other partners comply with all applicable requirements related to the activities or funds provided under this Agreement.

In the event of a conflict among applicable requirements, the most restrictive applicable requirement shall control, unless federal law or CMS written guidance requires otherwise. Federal statutes, regulations, the CMS Notice of Award, CMS-approved program terms, and the CMS Notice of Funding Opportunity shall control over inconsistent state guidance or subrecipient policies.

The Subrecipient understands that failure to comply with any incorporated requirement may result in corrective action, withholding of payment, disallowance of costs, recovery of funds, suspension, termination, referral to CMS or HHS oversight authorities, or any other remedy available under this Agreement, 2 CFR Part 200, CMS award terms, or applicable law.

7. The Subrecipient must maintain and comply with written standards of conduct and conflict-of-interest policies consistent with 2 CFR 200.112, 2 CFR 300.112, and applicable procurement requirements. The Subrecipient must promptly disclose to the Department any actual, potential, or apparent personal, organizational, financial, or other conflict of interest related to this Agreement, including conflicts involving employees, officers, agents, board members, consultants, contractors, lower-tier subrecipients, or partners. The Subrecipient must not proceed with an affected transaction or activity until the conflict has been disclosed and resolved to the Department's satisfaction.
8. The Subrecipient must maintain a valid Unique Entity Identifier and, when required, active SAM.gov registration for the period during which this Agreement is active and for any period during which federal funds remain available or reporting obligations remain outstanding. The Subrecipient must review and update SAM.gov information at least annually and more frequently if required by changes in information.
- a. The Subrecipient must promptly provide the Department with its UEI, EIN, Tax ID, National Provider Identifier if applicable, legal name, address, key personnel, and any other information needed for CMS, SAM.gov, FFATA, or subrecipient monitoring purposes.

Before issuing any lower-tier subaward, regardless of dollar value, and before entering into any covered procurement contract of \$40,000 or more, the Subrecipient must check SAM.gov to ensure the entity and its principals are not suspended, debarred, excluded, or otherwise ineligible to receive federal funds. The Subrecipient must require lower-tier subrecipients to perform the same checks. The Subrecipient must immediately notify the Department if the Subrecipient, any principal, key personnel, contractor, lower-tier subrecipient, or other covered party becomes suspended, debarred, excluded, or otherwise ineligible.

9. The Subrecipient must comply with all applicable federal civil rights and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and 45 CFR Part 80; Section 504 of the Rehabilitation Act of 1973 and 45 CFR Part 84; Title IX of the Education Amendments of 1972 and 45 CFR Part 86, if applicable; the Age Discrimination Act of 1975 and 45 CFR Part 91; Section 1557 of the Patient Protection and Affordable Care Act and 45 CFR Part 92; and any other applicable HHS civil rights requirements. Compliance with these federal civil rights requirements is a material condition of receiving funds under this Agreement. The Subrecipient must ensure that its contractors, consultants, lower-tier subrecipients, and partners comply with applicable civil rights requirements.
10. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
11. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$1,000,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
12. Compliance with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—
Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all

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applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. Certification that neither the Subrecipient 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 applicable federal suspension and debarment requirements, including 2 CFR 200.214, 2 CFR Part 180, 2 CFR Part 376, and any subsequent amendments, superseding regulations, or other applicable federal guidance in effect during the term of this Agreement.

14. Mandatory Disclosures

- a. The Subrecipient must promptly disclose, in writing, any credible evidence of a violation of federal criminal law involving fraud, bribery, gratuity violations, or false claims potentially affecting this award.
- b. The Subrecipient must submit such disclosure to the Department immediately upon discovery and must cooperate with the Department in making any required disclosure to CMS and the HHS Office of Inspector General.
- c. The Subrecipient must also promptly notify the Department of any investigation, audit finding, allegation, overpayment, misuse of funds, or other matter that may affect compliance with this Agreement or the federal award.
- d. Failure to make a required disclosure may result in corrective action, withholding of payment, disallowance of costs, recovery of funds, suspension, termination, or other remedies available under this Agreement, 2 CFR Part 200, or applicable federal law.
- e. The Subrecipient shall provide the Department, CMS, HHS, the HHS Office of Inspector General, the U.S. Government Accountability Office, the Comptroller General of the United States, and their authorized representatives timely access to facilities, personnel, financial records, electronic records, supporting documentation, contractor records, and lower-tier subrecipient records relating to this Agreement for purposes of monitoring, audit, investigation, evaluation, or other authorized oversight activities. Disclosures to HHS OIG must be submitted to MandatoryGranteeDisclosures@oig.hhs.gov or by fax to (202) 205-0604 with "Mandatory Grant Disclosures" in the subject line. The Subrecipient must also cooperate with the Department in making any required disclosures to CMS and HHS OIG and provide any information reasonably requested to support those disclosures.
- f. The Subrecipient must include this mandatory disclosure requirement in all lower-tier subawards and contracts funded under this Agreement.

15. The Subrecipient must comply with all applicable federal fraud, waste, and abuse requirements. Suspected fraud, waste, or abuse may be reported to the HHS Office of Inspector General, including through 1-800-HHS-TIPS.

The Medicare and Medicaid anti-kickback statute, 42 U.S.C. § 1320a-7b, is incorporated into this Agreement by reference. The Subrecipient shall not offer, pay, solicit, or receive remuneration in violation of applicable federal health care program requirements.

16. Privacy and Security of Health Information

- a. The Subrecipient must protect all personally identifiable information, protected health information, and confidential health information obtained, created, maintained, used, or disclosed under this Agreement.
- b. Before beginning any applicable program activity, the Subrecipient must maintain administrative, technical, and physical safeguards at least as protective as those required under HIPAA, including 45 CFR Parts 160 and 164, regardless of whether the Subrecipient is a covered entity or business associate.
- c. The Subrecipient must ensure that its contractors, consultants, lower-tier subrecipients, and other partners comply with these requirements. Any unauthorized use, disclosure, breach, or suspected breach must be reported to the Department immediately.

17. Employee Whistleblower Protections

- a. The Subrecipient must comply with applicable federal whistleblower protection requirements and shall inform its employees, in writing and in the predominant native language of the workforce, of their rights and protections against retaliation for reporting fraud, waste, abuse, violations of law, or other misconduct related to this award.
- b. The Subrecipient shall require its contractors and lower-tier subrecipients to comply with these requirements where applicable.

18. Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services

- a. The Subrecipient must comply with 2 CFR 200.216 and may not obligate or expend funds under this Agreement to procure, obtain, extend, renew, or enter into any contract for covered telecommunications equipment, video surveillance equipment, or related services prohibited by federal law.
- b. This prohibition applies to the Subrecipient and to any contractors, consultants, lower-tier subrecipients, or partners paid with funds under this Agreement. The Subrecipient must include this requirement in all applicable lower-tier agreements and procurement documents.

19. Bankruptcy Notification

- a. The Subrecipient must notify the Department in writing within five (5) calendar days if the Subrecipient enters bankruptcy proceedings, whether voluntary or involuntary.

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- b. The notice must include the filing date, court name, case number if available, copies of relevant pleadings, and a list of any federal grants, subawards, or cooperative agreements affected by the bankruptcy.

20. Procurement and Purchasing Standards

- a. The Subrecipient shall comply with all applicable federal, state, and Department procurement requirements when purchasing goods, equipment, supplies, services, consultant services, contracts, or other property using funds provided under this Agreement. At a minimum, the Subrecipient shall comply with the procurement standards in 2 CFR 200.317 through 2 CFR 200.327, as applicable, and shall maintain written procurement procedures consistent with those requirements.
- b. The Subrecipient shall conduct procurement transactions in a manner providing full and open competition and shall use the more restrictive of applicable federal requirements, Department requirements, or the Subrecipient's own written procurement policies. The Subrecipient shall not divide or structure procurements to avoid competition, documentation, prior approval, or other applicable thresholds.
- c. The Subrecipient shall maintain procurement records sufficient to document the history of each procurement transaction, including the procurement method used, contractor selection, contract type, basis for contract price, and any required approvals.
- d. Noncompetitive (sole-source) procurement may be used only when permitted under applicable federal requirements, including when the procurement qualifies as a micro-purchase, the item or service is available only from a single source, a public exigency or emergency will not permit competition, the Department or federal awarding agency authorizes the procurement in writing, or competition is determined inadequate after solicitation. The Subrecipient shall fully document the basis for any noncompetitive procurement and retain supporting documentation for monitoring and audit purposes.
- e. The Subrecipient shall obtain prior written approval from the Department before purchasing equipment, capital assets, or other items requiring approval under 2 CFR Part 200, the CMS award terms, or this Agreement. Equipment with a per-unit acquisition cost of \$10,000 or more shall be managed in accordance with applicable federal property requirements and Department instructions.
- f. In addition to any federal prior approval requirements, the Subrecipient shall obtain prior written approval from the Department before entering into any procurement transaction, contract, purchase order, consultant agreement, equipment purchase, technology purchase, or amendment funded under this Agreement with a total value of **\$50,000 or more**.

21. Appropriations and Salary Limitation

- a. The Subrecipient shall comply with all applicable federal appropriations restrictions incorporated into the federal award, including any limitations imposed by the U.S. Department of Health and Human Services (HHS) or the Centers for Medicare & Medicaid Services (CMS).
- b. Federal funds provided under this Agreement shall not be used to pay the salary of any individual at a rate in excess of the applicable HHS Executive Level II salary limitation in effect during the period in which the salary is earned. Any portion of an individual's salary that exceeds the applicable HHS salary limitation must be paid from non-federal funds and shall not be charged, directly or indirectly, to this Agreement.
- c. The applicable Executive Level II salary limitation shall be the rate in effect at the time the costs are incurred, as published by the U.S. Office of Personnel Management (OPM) or otherwise identified by HHS.

- 22. Five-Year Rural Service Commitment.** If any activity funded under this Subaward provides a direct, individualized recruitment, retention, relocation, scholarship, stipend, tuition assistance, certification, credentialing, residency support, fellowship support, or other workforce incentive or benefit to a member of the clinical workforce that is subject to the Rural Health Transformation Program's five-year rural service requirement, the Subrecipient shall ensure that each recipient enters into a written service commitment agreement before receiving the benefit. The agreement shall require the individual to provide clinical services in eligible rural communities for the required service period in accordance with CMS guidance and any additional requirements established by the Department. Whether a proposed activity is subject to the five-year service commitment shall be determined by the Department.

- 23. Service Commitment Monitoring Plan.** Prior to execution of this Subaward, or prior to implementation of any activity subject to the five-year rural service commitment, whichever occurs later, the Subrecipient shall submit a written Service Commitment Monitoring and Enforcement Plan to the Department for review and approval. The plan shall describe, at a minimum:
- a. criteria used to identify individuals subject to the service commitment;
 - b. execution and maintenance of written service agreements;
 - c. procedures for verifying eligible rural clinical service, including reporting frequency and supporting documentation;
 - d. methods for tracking compliance throughout the five-year obligation, including any approved pauses or deferrals;
 - e. procedures for identifying, documenting, and reporting noncompliance;
 - f. proposed recovery procedures for funds or benefits provided in the event of noncompliance, where applicable; and
 - g. procedures for requesting Department review of any claimed extenuating circumstances.

No activity requiring a five-year rural service commitment may commence until the Department has approved the Monitoring and Enforcement Plan. The Department may require revisions to the plan or additional monitoring requirements at any time during the Subaward period to ensure compliance with CMS requirements.

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The Subrecipient shall not modify, waive, forgive, or otherwise release any five-year rural service obligation based upon death, disability, military service, or other claimed extenuating circumstance without prior written approval from the Department. Where CMS approval is required, the Department will submit the request to CMS, and no waiver or release shall become effective unless approved by CMS.

24. The Subrecipient acknowledges that the Department shall monitor the Subrecipient's performance and compliance throughout the period of performance in accordance with applicable federal and state requirements, including, but not limited to, 2 CFR Part 200, the CMS Notice of Funding Opportunity, the CMS Standard Terms and Conditions, and the Nevada Department of Health and Human Services Grant Instructions and Requirements, as applicable. The nature, frequency, and scope of monitoring activities shall be determined by the Department based upon the Subrecipient's assessed level of risk, prior performance, financial stability, internal controls, compliance history, audit results, complexity of the funded activities, amount of funding awarded, and any other factors the Department determines relevant. Monitoring activities may include, without limitation, desk reviews, financial and programmatic reviews, reimbursement reviews, document requests, performance monitoring, technical assistance, interviews, remote monitoring, site visits, corrective action plans, or other oversight activities deemed necessary to ensure compliance with the terms and conditions of the award. The Department may modify the level or frequency of monitoring at any time during the period of performance based upon changes in the Subrecipient's risk profile, identified compliance concerns, audit findings, performance issues, significant changes in operations or personnel, or other circumstances affecting the administration of the award. Such changes shall not require amendment of this Agreement.
25. No funding associated with this grant will be used for lobbying.
26. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
27. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
28. An organization receiving grant funds through Nevada Health Authority shall not use grant funds for any activity related to the following:
- Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation; or
 - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation;
 - The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
29. An organization receiving grant funds through Nevada Health Authority may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or

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- Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity..
 - This provision does not prohibit a subrecipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.
 - To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the subrecipient shall provide all information reasonably requested by the Department to enable compliance with the Federal Funding Accountability and Transparency Act (FFATA), including first-tier subaward reporting, executive compensation reporting when applicable, and any information required under 2 CFR Part 170.
30. The Subrecipient shall comply with all applicable federal acknowledgement, disclosure, and disclaimer requirements, including the Stevens Amendment, for any public-facing materials, publications, outreach documents, reports, presentations, websites, webpages, press releases, social media posts, training materials, signage, or other communications developed or disseminated in whole or in part with Rural Health Transformation Program funds.

All public-facing documents or materials related to the Subrecipient's Rural Health Transformation Program project must include the following disclaimer:

Stevens Amendment

"This publication is supported by the Centers for Medicare and Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **\$179,931,608.42** with **100% funded by CMS/HHS**. The contents are those of the authors and do not necessarily represent the official view of, nor an endorsement, by CMS/HHS, or the U.S. Government."

The Subrecipient is responsible for ensuring that the disclaimer is included in all applicable materials produced by the Subrecipient, its contractors, consultants, lower-tier subrecipients, or other partners using funds under this Agreement. Failure to include the required disclaimer may result in corrective action, withholding of reimbursement, disallowance of costs, or other remedies available under this Agreement.

31. The Subrecipient must comply with 45 CFR Part 87, Equal Treatment for Faith-Based Organizations, to the extent applicable.
32. If the Subrecipient's activities involve both ongoing access to HHS or CMS information or technology systems and handling personally identifiable information or protected health information from HHS or CMS, the Subrecipient must create, maintain, and comply with a cybersecurity plan consistent with applicable HHS Administrative and National Policy Requirements. The Subrecipient must provide the plan to the Department upon request and must promptly report cybersecurity incidents, suspected incidents, unauthorized access, or breaches involving award-related systems or data.
33. Where funded activities include health information technology, interoperability, health information exchange, or electronic health records, the Subrecipient shall comply with applicable federal Health Information Technology and Interoperability requirements.
34. Any continuation, renewal, extension, or funding of this Agreement beyond the current budget period is contingent upon the Subrecipient's satisfactory performance, timely completion of required deliverables, compliance with all reporting and documentation requirements, availability of funds, and the Department's receipt of continued federal funding and authorization from CMS. The Department has no obligation to provide funding beyond the amount and period expressly stated in the current Notice of Subaward.

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

SECTION B

Description of Services, Scope of Work and Deliverables

Lyon County, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Period of Performance: Budget Period 1 of RHT FLEX FUND 10/01/2026 – 08/30/2027 (Start date may be sooner depending on when CMS approval is received)

Scope of Work for Lyon County

Goal 1: By August 30, 2027, Lyon County will subaward with regional fire protection districts to successfully recruit, hire, onboard, and deploy six (6) single-role EMT/Paramedic personnel to staff dedicated mobile integrated health response units, reducing over-reliance on full fire/EMS crews for lower acuity calls.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Monitoring and Accountability Activities</u>
1.1 Develop and adopt MIH/CP personnel policies, job descriptions, and operational protocols for single-role EMT/Paramedic positions across three fire protection districts by October 31, 2026.	1. Review existing policies and identify gaps for MIH/CP roles – develop project standard operating procedures as needed 2. Draft job descriptions, scope of practice documentation, and MIH/CP operational protocols 3. Develop agreements/processes with partner agencies outlining referral workflows	10/31/2026	• Adopted job descriptions for single-role EMT/Paramedic positions • Agreements/SOPs for single-roles and referrals to stakeholders • Bimonthly meetings
1.2 Central Lyon Fire, Mason Valley Fire, and Smith Valley Fire will recruit and hire six (6) single-role EMT/Paramedic personnel by	2. Lyon County will complete subawards with Central Lyon Fire, Mason Valley Fire, and Smith Valley Fire to hire six (6) single-role EMT/Paramedic personnel by September 30, 2026.	11/30/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • # of EMT/Paramedics on boarded
1.3 Deploy all single-role EMT/Paramedic personnel into active MIH/CP operations across the four fire protection districts by August 30, 2027, with each unit documenting a minimum of 10 MIH/CP encounters	2 Integrate single-role personnel into district scheduling and dispatch protocols 3 Initiate response to non-emergent and low-acuity calls per ProQA triage protocols 4 Document all MIH/CP encounters using standardized electronic reporting tools	8/30/2027	• Bimonthly meetings • Quarterly Progress and Financial Reports • Reports on # calls for service, # MIH encounters, # referrals, # follow ups

Goal 2: By August 30, 2027, Lyon County will procure, receive, equip, and place into service a minimum of four (4) mobile integrated health (MIH) ambulances and associated equipment—one unit per fire protection district—to support a dedicated mobile integrated health response capability to improve access to appropriate levels of care across Lyon County.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Monitoring and Accountability Activities</u>
2.1 Complete procurement planning, specifications development, and vendor solicitation for ambulances and MIH/CP equipment by October 31, 2026.	1. Develop ambulance technical specifications appropriate for MIH/CP operations, including in rural/frontier terrain 2. Identify and compile list of associated supplies (PPE, wound care, consumable medical supplies) 3. Issue formal procurement documents in compliance with county, state, and federal procurement requirements 4. Evaluate vendor bids and select awardees	10/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • Completed bid documents and procurement documents for 4 MIH units • Procurement timeline
2.2 Execute contracts and issue purchase orders for all ambulances and MIH/CP supplies and equipment by December 31, 2026.	1. Finalize and implement subawards with fire protection districts for purchase of ambulances. 2. Finalize and execute purchase agreements with selected vendors 3. Issue purchase orders through county finance and procurement systems 4. Confirm delivery timelines and coordinate with district receiving personnel 5. Ensure compliance with grant asset tracking and reporting requirements	12/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • Completed subawards with 4 fire districts (approved by County Commission and Fire Board) • Purchase orders for 4 MIH units and requested equipment (QRVs, Cardiac monitors, cots/gurneys, mechanical chest compression devices, medication inventory system, etc.)
2.3 Receive, inspect, outfit, and place into service all four ambulances and MIH/CP equipment by August 30, 2027.	1. Coordinate delivery and conduct physical inspection of all vehicles and equipment upon receipt 2. Complete final ambulance outfitting (medical supply installation, technology integration, branding/identification) 3. Conduct vehicle safety checks, apparatus inspections, and equipment testing 4. Register vehicles and update district fleet records 5. Assign each ambulance to its designated fire protection district and document operational deployment	8/30/2027	• Bimonthly meetings • Quarterly Progress and Financial Reports • Inventory tracking report/fleet records

Goal 3: By August 30, 2027, Lyon County will implement the priority dispatch run string protocol software across emergency medical dispatch operations to enable standardized, evidence-based call triage and acuity differentiation that supports appropriate routing to emergency, MIH/CP, or alternative care resources.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Monitoring and Accountability Activities</u>
3.1 Complete procurement, contracting, and system configuration for ProQA dispatch software by October 31, 2026.	1. Conduct stakeholder review with dispatch supervisors, EMS leadership, and county IT to confirm system requirements and integration needs 2. Issue procurement or sole-source justification for ProQA licensing (Priority Dispatch Corp) 3. Negotiate and execute software licensing and implementation agreement 4. Coordinate with dispatch center IT infrastructure team to confirm hardware and integration compatibility 5. Configure ProQA system settings, call protocols, and run string parameters for Lyon County operations	10/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports
3.2 Complete ProQA dispatcher training and system testing by December 31, 2026.	1. Schedule and conduct ProQA certification training for all active dispatch personnel 2. Facilitate vendor-led or approved training sessions (in-person or virtual) 3. Complete quality assurance testing of call routing protocols, run string outputs, and MIH/CP call differentiation pathways 4. Document any configuration adjustments identified during testing of call routing protocols, run string outputs, and MIH/CP call differentiation pathways	12/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • Training rosters for at least 2 dispatch supervisors and 6 staff • QA Testing Results
3.3 Activate ProQA for live dispatch operations and document call triage outcomes by August 30, 2027.	1. Transition dispatch operations to live ProQA run strings for all incoming EMS calls 2. Monitor and document call type differentiation and routing outcomes 3. Complete initial post-implementation review with dispatch supervisors 4. Submit ProQA utilization data as part of grant reporting	8/30/2027	• Bimonthly meetings • Quarterly Progress and Financial Reports • Post-implementation report and utilization data

Goal 4: By August 30, 2027, Lyon County will have a contract in place with a qualified third-party entity to conduct a comprehensive assessment of EMS and case management billing practices across all four fire protection districts and Lyon County Human Services, with the goal of identifying opportunities to maximize CMS-reimbursable service billing and ensure full capture of all eligible revenue.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Monitoring and Accountability Activities</u>
4.1 Issue a formal solicitation and select a qualified third-party billing assessment and consulting firm by October 31, 2026.	1. Document current billing practices, payer mix, and reimbursement rates across all four fire protection districts and Lyon County Human Services 2. Develop scope of work for a comprehensive billing assessment and optimization consultation	10/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • Scope of Work
4.2 Execute a formal contract with the selected billing assessment vendor by October 31, 2027.	1. Negotiate contract terms, deliverables, and performance timeline 2. Obtain required county approvals for contract execution 3. Execute signed agreement with vendor 4. Hold project kick-off meeting to review scope, data access requirements, and deliverable timeline	10/31/2026	• Completed contract • Project kick-off meeting • Bimonthly meetings • Quarterly Progress and Financial Reports
4.3 Receive and present a completed billing assessment report with actionable recommendations by August 30, 2027.	1. Facilitate vendor access to billing data, staff interviews, and EMS documentation across all districts 2. Monitor project milestones and deliverable progress 3. Receive draft billing assessment report and review with county and district leadership 4. Finalize and accept the billing assessment report 5. Initiate development of an implementation plan for high-priority billing optimization 6. Present findings and recommendations to Lyon County Board of Health	8/30/2027	• Bimonthly meetings • Quarterly Progress and Financial Reports • Billing assessment report with findings and implementation plan • Presentation to County Board of Health

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SECTION C

Budget and Financial Reporting Requirements

The Subrecipient shall acknowledge Nevada Health Authority and federal RHTP funding in activities and materials produced, purchased, or distributed under this subaward. All public-facing materials related to this project must include the Stevens Amendment disclaimer required in **Section A, Grant Conditions and Assurances**. Where space allows, materials should also acknowledge support from the Nevada Health Authority through the Rural Health Transformation Program with attribution language and the appropriate logos provided by Nevada Health Authority. If no public-facing materials will be developed or distributed, this requirement may be marked not applicable.

Subrecipient agrees to adhere to the following budget: Please see Attachment C1

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Applicant Name: Lyon County

Form 2

PROPOSED BUDGET SUMMARY

A.

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

FUNDING SOURCES	Funding Source	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED							
ENTER TOTAL REQUEST	\$4,289,351.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$4,289,351.00

EXPENSE CATEGORY

1	Personnel		\$34,717.00						\$34,717.00
	1A	Administrative Personnel	\$34,717.00						
	1B	Provider Payments Personnel							
	1C	Direct Program Personnel (No cap)							
2	Travel								
	2A	Out-of-State							
	2B	In-State							
3	Supplies		\$81,600.00						\$81,600.00
4	Equipment		\$1,647,254.00						\$1,647,254.00
	4A	Equip / Cap Exp - Category J	\$594,000.00						
	4B	Equipment - Other	\$1,053,254.00						
5	Contractual/Consultant		\$2,525,780.00						\$2,525,780.00
	5A	Personnel	\$716,350.00						
	5B	Travel							
	5C	Administrative Contracts							
	5D	Provider Payments -Contracts							
	5E	Capital Expenditure -Contracts	\$1,320,000.00						
	5F	EMR - Contracts							
	5G	Program Contracts (No cap)	\$489,430.00						
6	Training								
7	Other								
	7A	EMR Subscription							
	7B	All Other (No cap)							

TOTAL EXPENSE	\$4,289,351.00	\$ -	\$ -	\$ -	\$ -		\$4,289,351.00
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These boxes should equal 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Total Administrative Cost	\$34,717.00
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Total Agency Budget	\$4,289,351.00
Percent of Subrecipient Budget	100%

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Equipment Management and Property Requirements:

- If this subaward includes the purchase, lease, or use of equipment with Rural Health Transformation (RHT) Program funds, the Subrecipient shall be responsible for the proper acquisition, management, safeguarding, inventory, maintenance, and disposition of all equipment purchased in whole or in part with subaward funds.
- At a minimum, the Subrecipient shall:
 - Use equipment solely for authorized purposes consistent with the approved Scope of Work and budget.
 - Maintain an equipment inventory system that includes, at a minimum:
 - Equipment description;
 - Manufacturer, model, serial number, or other unique identifier;
 - Funding source and subaward number;
 - Acquisition date;
 - Acquisition cost;
 - Physical location;
 - Custodian or department responsible for the equipment;
 - Current condition;
 - Date and method of disposition, if applicable.
 - Affix a permanent property tag or other unique identification to all equipment requiring inventory control.
 - Conduct and document a physical inventory of all reportable equipment at least annually and reconcile inventory records to physical inventory results.
 - Maintain written procedures to safeguard equipment against loss, theft, damage, or unauthorized use.
 - Notify the Department within five (5) business days of discovering any loss, theft, damage, destruction, or unauthorized disposition of equipment purchased with RHT funds and cooperate in any required investigation.
 - Perform routine preventive maintenance sufficient to keep equipment in good working condition throughout its useful life.
 - Permit the Department, CMS, HHS, the Office of Inspector General, the Government Accountability Office, and other authorized oversight entities to inspect equipment and inventory records upon request.
 - Obtain prior written approval from the Department before transferring, selling, replacing, cannibalizing, or otherwise disposing of equipment when required by the terms of the federal award.
 - Follow all applicable federal and state property disposition requirements at the conclusion of the subaward or when equipment is no longer needed for the approved project.
 - Equipment records shall be retained in accordance with applicable federal and state record retention requirements and remain available for audit or monitoring.
 - The Subrecipient shall comply with all applicable requirements of 2 CFR 200.313, the HHS Grants Policy Statement, CMS Rural Health Transformation Program award terms and conditions, Nevada DHHS Grant Instructions and Requirements (GIRS), and any additional written guidance issued by NVHA.
 - The Department may provide disposition instructions at closeout consistent with applicable federal requirements.
- 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/ Subrecipients 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).

The Subrecipient agrees:

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

- Total reimbursement through this subaward will not exceed **\$4,289,351.00**;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Indicate what additional supporting documentation is needed in order to request reimbursement; and
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.
- Reporting deadlines established by the Department may be modified as necessary to ensure Nevada's compliance with the reporting requirements contained in the CMS Notice of Award (NOA), Notice of Funding Opportunity (NOFO), CMS Standard Terms and Conditions, and any subsequent federal guidance. The Subrecipient shall comply with all reporting deadlines established by the Department, including deadlines that occur in advance of the federal reporting due dates applicable to the State:

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The Department agrees:

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

Both parties agree:

- The site visit/monitoring schedule may be clarified here.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after 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 Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

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

Report	Subrecipient Due
Requests for Reimbursement	Monthly on the 15th
Progress Reports	Monthly on the 15th

Programmatic Reporting and Performance Measurement Requirements

- Progress Reports are due on a «RFR» basis, based on the terms of the subaward agreement, no later than the 15th of the month.
- The Subrecipient shall support Nevada Health Authority reporting, monitoring, oversight, and evaluation requirements for the Rural Health Transformation Program. The Subrecipient shall submit timely, complete, and accurate programmatic reports in the format and frequency required by the Department, which may include quarterly reports, annual reports, closeout reports, surveys, reporting templates, monitoring responses, or other written guidance issued by the Department.
- Required reporting may include, but is not limited to, project implementation updates, service counts, patient or provider counts, workforce information, equipment and infrastructure documentation, technology implementation updates, utilization information, referral and follow-up information, fiscal documentation, survey responses, and narrative explanations of progress, barriers, and corrective actions.
- The Subrecipient shall maintain documentation sufficient to support all reported activities, outputs, and outcomes. Documentation may include invoices, purchase records, service logs, referral logs, encounter summaries, staffing records, training rosters, contracts, implementation records, financial records, system reports, policies and procedures, or other materials requested by the Department.
- The Subrecipient shall cooperate with the Department, CMS, HHS, or their designees in any reporting, monitoring, evaluation, audit, or data validation activity related to the Rural Health Transformation Program.
- The Subrecipient is not responsible for independently calculating statewide measures derived from Medicaid MMIS, Medicare Cost Reports, the Nevada Rural and Frontier Health Data Book, licensing board data, medical record review, State surveys, or other State-controlled or State-approved data sources unless specifically directed by the Department. However, the Subrecipient shall provide project-level data, documentation, and narrative context necessary for the Department to calculate, validate, interpret, and report those measures.
- The Department may update, clarify, replace, or supplement performance measures, data definitions, reporting templates, baseline methodologies, target specifications, documentation requirements, and reporting instructions during the subaward period to comply with federal requirements, CMS guidance, State reporting needs, or program evaluation needs. The Subrecipient shall comply with the most current reporting instructions issued by the Department.
- The Subrecipient shall report information at the level of detail required by the Department, which may include project-level, provider-level, facility-level, site-level, county-level, regional, aggregate, or de-identified patient-level information, as applicable and permitted by law.
- Rows or measures identified by the Department for deletion shall not be treated as active Subrecipient reporting requirements unless later reinstated or otherwise required in writing by the Department.
- Submission of complete, accurate, and timely reports required under this Agreement is a condition of reimbursement and continued funding.
- The Subrecipient shall retain all financial records, supporting documentation, statistical records, procurement records, property records, programmatic records, and all other records relating to this Agreement for a minimum of three (3) years following submission of the final expenditure report or, where applicable, the final financial report for the applicable award, in accordance with 2 CFR 200.334. If any audit, litigation, claim, negotiation, investigation, monitoring activity, or other action involving the records is initiated before the end of the retention

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period, or if a longer retention period is required by federal or state law, the Department, CMS, or the terms and conditions of the Federal award, the Subrecipient shall retain the records until all such matters are fully resolved and final action has been taken. All records shall remain available to the Department, CMS, the HHS Office of Inspector General, the U.S. Government Accountability Office, and other authorized oversight entities for inspection, monitoring, audit, and copying throughout the applicable retention period.

Initiative-Specific Reporting Requirements

The Subrecipient shall report on the initiative-specific activities, outputs, and outcomes applicable to the initiative funded under this subaward. The Department may further define initiative-specific data elements, documentation requirements, and reporting frequency through reporting templates, monitoring tools, surveys, or written guidance.

Rural Health Outcomes Accelerator Program

For the Rural Health Outcomes Accelerator Program, the Subrecipient shall support reporting on rural health outcome measures related to chronic disease management, maternal health, behavioral health follow-up, substance use disorder follow-up, care coordination, referral completion, and access to appropriate services in rural Nevada.

The Subrecipient shall report project-level activities that support improvement in the following areas, as applicable to the funded project:

- Blood pressure control among rural adults with hypertension;
- Timely prenatal care and postpartum care for pregnant and postpartum women in rural Nevada on Medicaid;
- Follow-up after emergency department visits for mental illness or intentional self-harm;
- Follow-up after emergency department visits for substance use disorder or drug overdose; and
- Referral, care coordination, patient navigation, outreach, service linkage, and other access-related activities that support improved rural health outcomes.

The Subrecipient shall provide data and documentation requested by the Department to support these measures, which may include service counts, referral information, follow-up information, care coordination records, patient navigation activities, outreach activities, implementation updates, and narrative explanations of how funded activities support improved rural health outcomes.

Where the Department calculates Rural Health Outcomes Accelerator Program measures using Medicaid MMIS claims data, medical record review, or other State-approved data sources, the Subrecipient shall provide supporting project-level information necessary to explain, validate, or supplement the Department's reporting.

For behavioral health and substance use disorder follow-up measures, the Subrecipient shall report referral, follow-up, care transition, and service linkage information within the timeframe and level of detail specified by the Department, which may include follow-up after emergency department visits within 7 days, 30 days, or another Department-specified reporting period.

The Subrecipient shall identify known data limitations, reporting barriers, service access barriers, incomplete data, delayed implementation, or changes in project scope that may affect Rural Health Outcomes Accelerator Program performance reporting.

Nevada Rural Health System Flex Fund

For the Nevada Rural Health System Flex Fund, the Subrecipient shall support reporting on rural health infrastructure, transportation access, mobile care capacity, facility and equipment improvements, and financial sustainability.

The Subrecipient shall report project-level activities that support improvement in the following areas, as applicable to the funded project:

- Emergency and nonemergency transportation access in rural counties;
- Equipment, technology, facility, or infrastructure upgrades related to direct patient care;
- Mobile care units serving rural counties;
- Rural provider or hospital capacity, access, quality, safety, operational efficiency, or service continuity; and
- Financial sustainability for participating rural hospitals, including days cash on hand where applicable.

The Subrecipient shall provide data and documentation requested by the Department to support these measures, which may include service counts, transportation utilization information, equipment lists, purchase records, invoices, deployment dates, service locations, implementation status, mobile unit service information, facility or infrastructure documentation, financial information, and narrative explanations of how funded activities improve rural access, capacity, quality, safety, or sustainability.

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For transportation-related projects, the Subrecipient shall report information requested by the Department regarding emergency or nonemergency transportation activities, which may include service type, county or counties served, number of individuals served, number of trips or transports supported, populations served, referral sources, implementation status, and barriers to transportation access.

For equipment, technology, facility, or infrastructure investments, the Subrecipient shall identify whether the funded activity represents a new service, expanded service, replacement of outdated equipment or infrastructure, modernization of existing capacity, or continued support of existing rural health capacity.

For mobile care unit projects, the Subrecipient shall report whether mobile care units were purchased, deployed, expanded, sustained, replaced, or otherwise supported with Rural Health Transformation Program funds. Reporting may include service areas, counties served, deployment dates, service types, number of service days or events, populations served, and implementation status.

For participating hospitals, the Subrecipient shall provide or support access to financial information needed to calculate or validate days cash on hand, as requested by the Department.

Where the Department calculates Flex Fund measures using Medicaid MMIS claims data, Medicare Cost Reports, licensure data, State surveys, provider-reported financial data, or other State-approved data sources, the Subrecipient shall provide supporting project-level information necessary to explain, validate, or supplement the Department's reporting.

The Subrecipient shall identify known data limitations, reporting barriers, service access barriers, incomplete data, delayed implementation, delays in placing equipment or infrastructure into service, discontinued activities, or changes in project scope that may affect Flex Fund performance reporting.

Workforce Recruitment and Rural Access Program

For the Workforce Recruitment and Rural Access Program, the Subrecipient shall support reporting on recruitment, retention, training, placement, and expansion of the rural health workforce.

The Subrecipient shall report project-level activities that support improvement in the following areas, as applicable to the funded project:

- Recruitment, retention, training, placement, or support of primary care physicians;
- Recruitment, retention, training, placement, or support of advanced practice nurses;
- Recruitment, retention, training, placement, or support of registered nurses;
- Recruitment, retention, training, placement, or support of physician assistants;
- Recruitment, retention, training, placement, or support of behavioral health providers;
- Reduction of workforce vacancies or service gaps in rural counties; and
- Expanded local care capacity, access to primary care, behavioral health care, specialty care, or other rural health services.

The Subrecipient shall provide data and documentation requested by the Department to support these measures, which may include provider type, position type, credential or discipline, rural county served, service site, employment or contract status, recruitment status, retention status, vacancy information, training participation, placement information, and whether the position was newly created, retained, expanded, contracted, trained, incentivized, or otherwise supported with Rural Health Transformation Program funds.

The Subrecipient shall maintain documentation sufficient to validate workforce-related reporting, which may include job descriptions, offer letters, contracts, payroll records, training rosters, credentialing documentation, licensure or certification documentation, retention agreements, onboarding records, service schedules, vacancy records, or other documentation requested by the Department.

For recruitment and placement activities, the Subrecipient shall report information requested by the Department regarding positions recruited or filled, recruitment strategies used, rural counties served, provider types supported, start dates, service locations, and barriers to recruitment or onboarding.

For retention activities, the Subrecipient shall report information requested by the Department regarding positions retained, retention strategies used, provider types supported, rural counties served, length of retention, and barriers to workforce stability.

For training, pipeline, or professional development activities, the Subrecipient shall report information requested by the Department regarding the type of training or workforce activity provided, number and type of participants, completion status, provider discipline or role, service area, and how the activity supports rural workforce capacity.

Where the Department calculates Workforce Recruitment and Rural Access Program measures using Medicaid MMIS data, the Nevada Rural and Frontier Health Data Book, licensing board data, provider-reported information, surveys, or other State-approved data sources, the Subrecipient shall provide supporting project-level information necessary to explain, validate, or supplement the Department's reporting.

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The Subrecipient shall identify known data limitations, reporting barriers, workforce shortages, vacancy challenges, recruitment delays, onboarding delays, credentialing barriers, retention barriers, discontinued activities, or changes in project scope that may affect Workforce Recruitment and Rural Access Program performance reporting.

Rural Health Innovation and Technology Grant

For the Rural Health Innovation and Technology Grant, the Subrecipient shall support reporting on technology deployment, provider adoption, telehealth access, secure data exchange, interoperability, cybersecurity, advanced health technology, AI-enabled tools, digital patient engagement, remote monitoring, diagnostics, administrative efficiency, and improved access to rural care.

The Subrecipient shall report project-level activities that support improvement in the following areas, as applicable to the funded project:

- Telehealth service utilization for rural Medicaid members, including behavioral health and physical health services where applicable;
- Digital, remote, or hybrid models of care, including patient engagement tools, remote patient monitoring, or AI-supported patient services;
- Interoperable data exchange, referral management, care coordination, health information exchange, provider-to-provider record sharing, or patient access to personal health records;
- Cybersecurity training, annual security risk assessments, mitigation strategies, cybersecurity software or technology, and ongoing cybersecurity capabilities;
- Advanced health technologies, including AI-enabled tools used for clinical care, remote monitoring, diagnostics, patient engagement, or administrative workflows; and
- Provider, facility, or system-level adoption of technology that improves rural access, care coordination, patient engagement, efficiency, quality, or security.

The Subrecipient shall provide data and documentation requested by the Department to support these measures, which may include system implementation status, go-live dates, vendors or platforms used, provider participation, service sites, counties served, active users, patient participation, telehealth utilization information, digital engagement information, workflows supported, security assessments, mitigation plans, cybersecurity training records, policies and procedures, patient access functionality, data exchange functionality, and evidence of active use.

For telehealth projects, the Subrecipient shall report information requested by the Department regarding services delivered through telehealth modalities, which may include service type, provider type, county or counties served, patient population served, number of unique patients served, number of encounters or claims supported, behavioral health or physical health service category, implementation status, and barriers to telehealth access or utilization.

For digital, remote, or hybrid care models, the Subrecipient shall report information requested by the Department regarding patient engagement, remote monitoring, digital communication, AI-supported patient tools, or other technology-enabled care models, including the number of patients or providers participating where available.

For interoperability, health information exchange, provider-to-provider record sharing, referral management, care coordination, or patient record access projects, the Subrecipient shall report the systems or platforms used, participating providers or sites, type of information exchanged or made available, operational status, patient or provider access functionality, and the workflow or use case supported.

For cybersecurity projects, the Subrecipient shall report security risk assessments completed, mitigation strategies implemented, cybersecurity tools or technologies purchased or maintained, cybersecurity training completed, policies or procedures adopted or updated, and documentation showing continued use or maintenance.

For AI-enabled or advanced technology projects, the Subrecipient shall report the tool implemented, intended use case, workflow supported, users or sites impacted, safeguards used, privacy and security considerations, and documentation showing deployment and active use.

Where the Department calculates Rural Health Innovation and Technology Grant measures using Medicaid claims data, State surveys, grant reporting data, CMS data, provider-reported information, or other State-approved data sources, the Subrecipient shall provide supporting project-level information necessary to explain, validate, or supplement the Department's reporting.

The Subrecipient shall identify known data limitations, reporting barriers, technology implementation delays, provider adoption barriers, patient engagement barriers, cybersecurity gaps, interoperability barriers, delayed deployment, discontinued activities, or changes in project scope that may affect Rural Health Innovation and Technology Grant performance reporting.

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**SECTION D
Request for Reimbursement**

Agency Ref. #:	RHT- IN226032
Dept / BA / CAT:	410-3247-11
GL:	8798
Reporting #:	93798R26
Sub GL:	

Program Name: Rural Health Transformation Program	Subrecipient Name: Lyon County
Address: 4070 Silver Sage Dr Carson City, NV 89701-8510	Address: 34 Lakes Blvd Dayton, NV 89403
Subaward Period: Upon Director's Approval through 8/30/2027	Subrecipient's: EIN: 88-6000097 Vendor #: T40156600

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT						
(must be accompanied by expenditure report/back-up)						
Month(s):			Calendar year:			
Approved Budget Category		A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance
1. Personnel		\$34,717.00				
1A.	Administrative Personnel	\$34,717.00				
1B.	Provider Payments Personnel					
1C.	Program Personnel					
2. Travel						
2A.	Out-of-State					
2B.	In-State					
3. Supplies		\$81,600.00				
4. Equipment / Capital Expenditure		\$1,647,254.00				
4A.	Equip / Cap Exp - Category J	\$594,000.00				
4B.	Equipment - Other	\$1,053,254.00				
5. Contractual / Consultant		\$2,525,780.00				
5A.	Personnel	\$716,350.00				
5B.	Travel					
5C.	Administrative Contracts					
5D.	Provider Payments – Contract					
5E.	Capital Expenditure – Contract	\$1,320,000.00				
5F.	EMR – Contract					
5G.	Program Contracts (No Cap)	\$489,430.00				
6. Training						
7. Other						
7A.	EMR Subscription					
7B.	All Other (No Cap)					
Total:		\$4,289,351.00				

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
INSERT MONTH/QUARTER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-

I, a duly authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.

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

FOR Department USE ONLY

Is program contact required? ____ Yes ____ No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

Chief (as required): _____

Date

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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$1,000,000 or more in all federal awards during your organization's most recent fiscal year? ☐ YES ☐ NO
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

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

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SECTION F

Current or Former State Employee Disclaimer

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

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

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

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

Name

Services

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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SECTION G

Business Associate Addendum

BETWEEN

**State of Nevada
Nevada Health Authority**

Hereinafter referred to as the "Covered Entity"

and

Lyon County

Hereinafter referred to as the "Business Associate"

This Business Associate Agreement ("**BAA**") is incorporated as an attachment by reference to a State of Nevada Contract (in consideration of mutual obligations contained therein and below and the exchange of information pursuant to this BAA and the State of Nevada Contract) by and between the named Nevada Health Authority ("**Covered Entity**"), a government entity, and the named Independent Contractor ("**Business Associate**"), licensed to do business in the State of Nevada in accordance with the meanings ascribed to the terms "Covered Entity" and "Business Associate" under 45 CFR § 160.103 et seq. (*see also* 45 CFR § 164.501). The Covered Entity and Business Associate are collectively referred to herein as the "**Parties**."

I. RECITALS

- a. Covered Entity is either a "covered entity" in its own right or a "business associate" of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 (collectively, "**HIPAA**" as may be amended or in effect at the time) and, as such, is required to comply with HIPAA's provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);
- b. The Parties have entered into or will enter into an agreement or agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the "**Agreement**");
- c. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information ("**PHI**"), including, where applicable, through provision of services on behalf of Covered Entity which result in direct receipt of PHI from sources other than Covered Entity;
- d. By providing the services pursuant to the Agreement, Business Associate will become a "business associate" of Covered Entity as such term is defined under HIPAA;
- e. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 160 and Part 164, Subparts A and E, collectively the "**Privacy Rule**"); and
- f. Both Parties intend to protect the privacy and provide for the security of PHI disclosed to the Business Associate pursuant to the terms of this Agreement, the Contract for Services to which this Agreement is incorporated, HIPAA, and other applicable state and federal laws and regulations.

II. DEFINITIONS

- a. For the purposes of this BAA, the Parties give the following meaning to each of the terms as set forth below and in the information above. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.
 - i. "**Affiliate**" means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity as defined by HIPAA.
 - ii. "**Breach**" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI as defined in 45 CFR § 164.402 and 42 USC § 17921.
 - iii. "**Breach Notification Rule**" means the portion of HIPAA set forth in subpart D of 45 CFR Part 164.
 - iv. "**CFR**" means the Code of Federal Regulations.
 - v. "**Data Aggregation**" means, with respect to PHI created or received by Business Associate in its capacity as the "business associate" under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other "covered entity" under HIPAA, to permit data analyses that relate to Health Care Operations (defined below) of the respective covered entities. The meaning of "data aggregation" in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
 - vi. "**Designated Record Set**" has the meaning given to such term under the Privacy Rule, including 45 CFR § 164.501.
 - vii. "**De-Identify**" means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§ 164.514(a) and (b).
 - viii. "**Disclosure**" means the release, transfer, provision of, access to, licensure of, use of, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR § 160.103.
 - ix. "**Electronic PHI**" means any PHI maintained in or transmitted by electronic media as defined in 45 CFR § 160.103.
 - x. "**Health Care Operations**" has the meaning given to that term in 45 CFR § 164.501.
 - xi. "**Individual**" has the same meaning given to that term in 45 CFR §§ 164.501 and 160.103 as and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
 - xii. "**Individually Identifiable Health Information**" means health information, in any form or medium, including demographic information or inquiries 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

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information is information serving to identify the individual directly, or for which there is a reasonable basis to believe it can serve to identify the individual as provided in 45 CFR § 160.103.

- xiii. **"Protected Health Information" or "PHI"** has the meaning given to the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or behalf of Covered Entity, in whichever medium it is maintained, transmitted, or stored.
- xiv. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- xv. **"Security Rule"** means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 and Part 164, Subparts A and C.
- xvi. **"Unsecured Protected health Information" or "Unsecured PHI"** means any "protected health information" as defined in 45 CFR §160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals or entities through the use of a technology or methodology specified by the Secretary of the federal Department of Health and Human Services in the guidance issued pursuant to the HITECH Act and codified in 42 USC § 17932(h).
- xvii. **"USC"** means the United States Code.

III. DATA OWNERSHIP

Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

IV. USE AND DISCLOSURE OF PHI BY BUSINESS ASSOCIATE

- a. Except as otherwise provided in this BAA and the laws and regulations related to PHI, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.
- b. Except as otherwise limited by this BAA or federal or Nevada law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate's business and to carry out its legal responsibilities under Contract. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.
- c. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC § 17935(b)) and any of the act's implementing regulations adopted by the federal United States Department of Health and Human Services, for each use or disclosure of PHI.
- d. Upon request at any time, and at no additional cost, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.
- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).
- f. Except as otherwise limited in this BAA, Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if an Individual 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.
- g. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI, 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.
- h. Business Associate shall not use artificial intelligence (AI), machine learning (ML), or other automated decision-making tools to create, process, analyze, or interpret PHI unless expressly authorized in writing by the Covered Entity. Any permitted use of such technologies must comply with applicable federal and state laws, including the HIPAA Privacy and Security Rules, and shall not result in automated decision-making that impacts individuals' rights or access to benefits without human oversight.
- i. Business Associate must disclose to Covered Entity any AI or ML tools it uses that interact with PHI, provide sufficient documentation of safeguards and risk assessments related to those tools, and demonstrate that such tools operate in a transparent, explainable, and auditable manner.

V. RESPONSIBILITIES OF BUSINESS ASSOCIATE

- a. **Safeguards Against Misuse of PHI.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity 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 information security standards and guidelines set forth by the National Institute of Standards and Technology (NIST). Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

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- b. **Contents of Notifications to Covered Entity by Business Associate and Direction of Corrective Action.** In the event of a breach or suspected breach of PHI, the report to the Covered Entity by Business Associate in accordance with the timelines set forth below 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 PHI that was involved in the incident; the number of individuals whose protected health information was involved in the incident; the steps the Business Associate is taking to investigate the incident and to protect against further incidents; and proof of timely or contemporaneous notification by Business Associate to any of the Business Associate's insurers. Business Associate must take prompt corrective action at its sole expense to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately based on the determinations of Covered Entity.
- c. **Reporting Disclosures of PHI and Security Incidents.** Business Associate will immediately report to Covered Entity in writing any use, access, or disclosure of PHI not provided for by this BAA or on the first day Business Associate, its agents, or subcontractors become aware of the same or would have been aware by exercising reasonable diligence in accordance with 45 CFR § 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC § 17921 and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.
- d. **Reporting Breaches of Unsecured PHI.** Business Associate will notify Covered Entity in writing promptly upon the discovery of any suspected or actual Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR § 164.410, but in no case later than 5 calendar days after discovery of a Breach. Business Associate will be responsible for notifying Individuals whose unsecured PHI was breached in accordance with 42 USC § 17932 and 45 CFR 164.404 through 164.406 and must provide evidence to Covered Entity that appropriate and timely notification to Individuals or others when necessary as specified in 45 CFR § 164.404 and 45 CFR 164.406 has timely occurred. Business Associate is further responsible for all costs of notification set forth herein as well as all costs associated with mitigating future breaches. Business Associate must further notify the Secretary of the federal United States Department of Health and Human Services of all breaches in accordance with 45 CFR § 164.408 and must provide Covered Entity of a contemporaneous copy of all notifications made as required.
- e. **Mitigation of Disclosures of PHI.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.
- f. **Agreements with Agents or Subcontractors.** Business Associate will ensure that any of its agents or subcontractors (such agents or Subcontractors must be duly disclosed and authorized per the State of Nevada Contract to which this BAA is incorporated) that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA and that the Business Associate implements and maintains sanctions against agents and/or subcontractors who violate such restrictions and conditions and ensure appropriate mitigation of the effects of violation(s) outlined under 45 CFR § 164.530(f) and 164.530(e)(1).
- g. **Offshore Use Limitation.** Business Associate shall not store, access, or process PHI outside the United States without the prior written consent of the Covered Entity. This includes, but is not limited to, accessing PHI through remote desktop, cloud environments, or other electronic means from locations outside the U.S. Business Associate shall maintain appropriate contractual controls and technical safeguards to enforce this restriction and must provide documentation upon request demonstrating compliance.
- h. **Audit Report.** Upon request and at no additional cost or charge, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (which meets the AT-C Section 315 attestation standard issued by the American Institute of Certified Public Accountants), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Business Associate and individuals associated with 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.
- i. **Access to PHI by Individuals.**
- i. Upon request, Business Associate agrees, at no additional cost or charge, to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.
 - ii. In the event any Individual requests access to the Individual's PHI directly from Business Associate, Business Associate within five business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity, but at no additional cost or charge to Individual or Covered Entity by Business Associate.
- j. **Amendment of PHI.**
- i. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.
 - ii. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable

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to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity, but at no additional cost or charge to Individual or Covered Entity by Business Associate.

k. Accounting of Disclosures.

- i. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR § 164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR § 164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.
- ii. Business Associate will furnish to Covered Entity information collected in accordance with this Section, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under federal United States Department of Health and Human Services regulations adopted in connection with the HITECH Act.
- iii. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

l. Availability of Books and Records. Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of the federal United States Department of Health and Human Services for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

m. Training. Business Associate must train employees (and ensure verification of the same by Business Associate's agents and subcontractors as applicable) on the policies and procedures associated with safeguarding PHI. 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; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Training must be completed within 30 days of the date of hire by Business Associate and all employees must be re-trained at least annually thereafter. 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.

n. Litigation or Administrative Proceedings. Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations, available to 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 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. Nothing herein limits or abrogates Business Associate's obligation under the State of Nevada Contract to which this BAA is incorporated to defend and indemnify Covered Entity.

o. Policies and Procedures. Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA.

p. Privacy and Security Officer(s). Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of Business Associate; development and implementation of 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 Business Associate sustains a breach or suspected breach of protected health information.

VI. RESPONSIBILITIES OF COVERED ENTITY

a. With regard to the use and/or disclosure of PHI by Business Associate, Covered Entity agrees to:

- i. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- ii. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- iii. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- iv. Except for Data Aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

VII. TERM AND TERMINATION

a. This BAA as an incorporated attachment to a State of Nevada Contract is effective upon the effective date of that referenced Contract and continues in effect extending beyond any termination of said Contract until all PHI related thereto in the custody or control of Business Associate is returned to Covered Entity and destroyed thereafter by Business Associate, or, if not feasibly destroyed, protections are extended by Business Associate to such information.

b. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, in accordance with the notice provisions set forth in the State of Nevada Contract to which this BAA is incorporated. Covered Entity may report the breach to the Secretary of the federal United States Department of Health and Human Services.

c. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will comply with the notice provisions set forth in the State of Nevada Contract to which this BAA is incorporated and related cure opportunity

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deadline and procedures. Business Associate may immediately report the problem to the Secretary of the federal United States Department of Health and Human Services.

- d. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. Business Associate shall provide written certification of the destruction of PHI upon termination of the Agreement, including details of the method used and the date of destruction. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section will survive any termination of this BAA or the State of Nevada Contract to which it is incorporated.

VIII. HITECH ACT COMPLIANCE

- a. The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA via a duly authorized State of Nevada Contract Amendment as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, the Parties shall utilize applicable and available contract termination provisions set forth in the State of Nevada Contract to which this BAA is incorporated to the extent jointly or severally authorized, utilizing the notice deadlines and provisions related to the same.

Nothing herein creates any rights in favor of any third party except as expressly stated herein or as provided by law. The Business Associate and Covered Entity have agreed to the terms of the above written BAA by incorporation of the same as an attachment or exhibit to the State of Nevada Contract between the Parties and in accordance with the order of precedence set forth in the State of Nevada Contract except where federal law may preempt Nevada law.

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

BUSINESS ASSOCIATE

Independent Contractor's Signature

Date

Independent Contractor Title

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY**

Director

Stacie Weeks, JD, MPH

Date

Title

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

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SECTION H

The attachments below are provided and incorporated herein as binding documents and used for future reporting and RFR submissions.

Attached Workbooks:

- Attachment A: Progress Reporting
- Attachment B: Request for Reimbursement
- Attachment C: Budget Plan

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