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REQUEST FOR APPLICATIONS (RFA) FOR AMERICAN RESCUE PLAN ACT (ARPA) NEVADA HEALTH WORKFORCE PIPELINE GRANT

RELEASE DATE: DECEMBER 29, 2023
GRANT FUNDING PERIOD OF PERFORMANCE: MARCH 1, 2024 -
NOVEMBER 30, 2026

DEADLINE FOR APPLICATION SUBMISSION: FEBRUARY 1, 2024, BY
5:00 P.M. PST

MUST BE SUBMITTED TO DPBHPHII@HEALTH.NV.GOV WITH
"AMERICAN RESCUE PLAN ACT (ARPA) NEVADA HEALTH
WORKFORCE PIPELINE GRANT RFA" IN THE SUBJECT LINE OF THE
EMAIL.

*FOR ADDITIONAL INFORMATION, PLEASE CONTACT, PUBLIC HEALTH
INFRASTRUCTURE AND IMPROVEMENT (PHII) AT
DPBHPHII@HEALTH.NV.GOV*

Table of Contents

Request for Applications (RFA) Timeline	4
Application Evaluation	4
Funding Decision Appeal Process	5
RFA Overview	5
Background and Purpose	5
Funding Information.....	6
Period of Performance.....	6
Project Description.....	6
Project Goal	6
Application Instructions	8
Application Contents	8
Terms and Conditions.....	8
Subaward Document Requirements	8
Budget Requirements.....	9
Request for Reimbursement Requirements.....	9
Appendix A: Application Submission Package	11
Cover Page.....	11
Agency Profile and Contact Information Instructions.....	12
Agency Profile.....	13
Contact Information	14
Scope of Work Instructions.....	15
Scope of Work Template	16
Health Equity Assessment.....	17
Proposed Budget Plan.....	19
Subrecipient Questionnaire.....	20
Application Checklist.....	21
Appendix B: Additional Terms and Conditions	22
State of Nevada, Department of Health and Human Services, Division of Public & Behavioral Health Notice of Subaward Section A, Grant Conditions and Assurances.....	22
State of Nevada, Department of Health and Human Services, Division of Public & Behavioral Health Notice of Subaward Section C, Budget and Financial Reporting Requirements	24
State of Nevada, Department of Health and Human Services, Division of Public & Behavioral Health Notice of Subaward Section E, Audit Information Request.....	25
State of Nevada, Department of Health and Human Services, Division of Public & Behavioral Health Notice of Subaward Section F, Current or Former State Employee Disclaimer	26

State of Nevada, Department of Health and Human Services, Division of Public & Behavioral Health
Notice of Subaward Section F, Confidentiality Addendum27

State of Nevada, Department of Health and Human Services, Division of Public & Behavioral Health
Notice of Subaward Section G, Business Associate Addendum29

REQUEST FOR APPLICATIONS (RFA) TIMELINE

TASK	DUE DATE & TIME
ARPA Nevada Health Workforce Pipeline Grant (NHWPG) distributes the Request for Application Guidance with all submission forms	December 29, 2023
Deadline for Questions to DPBHPHII@health.nv.gov	January 5, 2024 by 5:00 p.m. PST
Answers Posted	January 12, 2024 by 5:00 p.m. PST
Deadline for submission of applications	February 1, 2024, by 5:00 p.m. PST
ARPA NHWPG review of applications	February 2, 2024- February 16, 2024,
Notice of Intent to Award	February 17, 2024
Notice of Award	February 27, 2024
Funding Starts	March 1, 2024

NOTE: These dates represent a tentative schedule of events. PHII reserves the right to modify these dates at any time, with appropriate notice to prospective applicants.

APPLICATION EVALUATION

Evaluation and scoring are conducted in accordance with 2 CFR § 200.202-207, Nevada Grant Policy Manual 008-008, and the State Administrative Manual (SAM) § 3022. Division of Public and Behavioral Health (DPBH) staff will conduct a technical review of each application to determine that all required components are included and/or to provide the opportunity for clarification of applicant responses if needed. All fully responsive applications are then sent to a team of external reviewers as part of the Objective Review process for evaluation based on an established set of weighted evaluation factors. All reviewers are screened for any potential or existing conflicts of interest.

- Proposals shall be kept confidential until funds are awarded.
- In the event the RFA is withdrawn prior to award, proposals remain confidential.
- The evaluation committee is an independent committee established to evaluate and score applications submitted in response to the RFA.
- Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

Criteria	Weight
Demonstrates a clear workforce development need and urgency of need and describes how the proposed project would increase workforce diversity.	10
Proposed project aligns with appropriate goals, objectives, or intent of Workforce Development Pipeline Plans developed by the Nevada Health Care Workforce and Pipeline Development Workgroup (linked here).	5
Demonstrates the competence to address the identified needs and the ability to execute the goals and objectives of the grant.	25
Showcases success and experience with previous and similar projects and/or programs.	20

Demonstrate the ability to conform with the terms of the RFA, such as, meet budget, reporting, evaluation, and other requirements.	20
Proposed project showcases expertise and availability of key personnel.	10
Proposed budget indicates reasonableness of cost.	10
Total Points Available	100

FUNDING DECISION APPEAL PROCESS

Programs not receiving funding approval may appeal to DPBH’s PHII Agency Manager within 10 days of the Notice of Intent to Award. If the program is not satisfied with the decision of the Agency Manager, the program may appeal to the Administrator of DPBH. All decisions of the Administrator are final.

RFA OVERVIEW

Background and Purpose

The American Rescue Plan Act (“ARPA”) provides nearly 1.9T in aid to combat the COVID-19 Pandemic and its economic consequences. The comprehensive funding package allocates dollars to a wide swath of programs and services, to support and ensure that state and local community needs are addressed. DPBH, in partnership with the other Department of Health and Human Services (DHHS) agencies, has focused major efforts on addressing workforce shortage issues and targeted pipeline projects to better position Nevada to support the diverse healthcare, public health and social services needs of our residents. DPBH is centralizing some of the workforce and pipeline projects through the ARPA Nevada Health Workforce Pipeline Grant (NHWPG) that will focus on providing funding opportunities that are intended to disseminate financial relief and incentivize individuals to pursue careers in the following program(s):

- Component 1: Biostatistics and Epidemiology
- Component 2: Community Health Workers (CHWs)
- Component 3: Clinical Rotations
- Component 4: Doulas
- Component 5: Medical Assistants (MAs)
- Component 6: Training Scholarships
- Component 7: Lactation Consultants (LCs) or International Board-Certified Lactation Consultants (IBCLCs)

Through Coronavirus State Fiscal Recovery Funds (CSFRF) funding, DPBH will maintain and centralize this award under the guidance of the Public Health Infrastructure and Improvement (PHII) unit. The expected outcome for these funds is to support and expand the opportunity to increase the number of qualified and competent professionals in the health workforce to improve the overall health of our communities. Moreover, ensure that current workforce gaps are filled, and challenges are addressed without duplication of existing efforts. DPBH proposed applicants would be recruited statewide and meet qualification for education financial assistance, in one of the following areas: unemployed, underemployed, or currently employed and seeking to move to a job that provides better economic advancement, such as higher wages or more opportunities for career advancement, or at or below 300%

of the Federal Poverty Guidelines. Furthermore, recruit applicants from under-represented populations experiencing health disparities in the healthcare workforce, both geographically and demographically.

DPBH is accepting applications from entities, including but not limited to, non-profits, community-based organizations, universities, local health departments, hospitals, and other non-federal entities with a proven track record of delivering effective workforce development programs and services relating to the programs, certificates and licensures listed above and/or maintain the ability to disseminate and/or provide education financial assistance. Furthermore, applicants will be highly considered if the concepts in the proposal are in alignment with the goals established by the Nevada Health Care Workforce and Pipeline Development Workgroup as determined within their Behavioral, Primary Care or Public Health Workforce Development Plans. It is highly advised that applicants review the workforce development plans and asset maps developed by the Nevada Health Care Workforce and Pipeline Development Workgroup to avoid duplication of project concepts. Materials can be found [here](#).

Completed applications must be received no later than February 1, 2024, by 5:00 p.m. PST.

Funding Information

Federal Agency Name	Catalog of Federal Domestic Assistance (CFDA) Name	CFDA Number	Federal Award Date	Federal Award Identifier Number (FAIN)
American Rescue Plan Act of 2021, U.S. Treasury	Coronavirus State Fiscal Recovery Funds (CSFRF)	21.027	June 4, 2021	SLFRP2634

Subawards issued under this RFA shall not replace a service or activity that is supported by other agreements in place. Under no circumstances will applications that would replace existing support from non-federal sources be considered for funding due to federal rules on supplanting.

Period of Performance

The Period of Performance is the time during which a successful applicant may incur costs to carry out the work authorized under this RFA and the resulting subaward. The Period of Performance for this RFA is March 1, 2024, through November 30, 2026.

PROJECT DESCRIPTION

Project Goal

The goal of this funding is to support program participants and students in need of education financial assistance, experiential learning, or scholarships pursuing the identified health-related certificate programs to increase the number of qualified health professionals in our communities to improve the health of Nevadans. Organizations and institutions interested in this grant opportunity must display the ability to ensure that program participants complete their selected training, and that educational financial support is utilized prior to the end of the project period on November 30, 2026. The goal(s) of this grant is as follows:

- Increase the number of biostatistics and epidemiology professionals in the state.
 - Provide current employees in local or state public health agencies in Nevada with tuition reimbursement to support their endeavors in pursuing educational growth towards an undergraduate, graduate or post graduate degree (Dr., PH, etc.). This may also include individual course reimbursement if the degreeDPBHPII@health.nv.gov cannot be fully obtained by the deadline

- Provide students (not already employed in local or state public health agencies in Nevada) with tuition reimbursement to support their endeavors in pursuing educational growth towards an undergraduate, graduate or post graduate degree. This may also include individual course reimbursement for courses already completed during the pursuit of their current academic program
- Provide salaries, stipends or other financial reimbursement and oversight for internships and fellowships, or other similar placements within local and state public health agencies in Nevada.
- Longitudinally track program participants to monitor completion of their programs and are retained to work in Nevada.
- Increase the number of CHWs that are representative of diverse and/or underserved communities.
 - Provide scholarships to individuals training to become a CHW in Nevada.
 - Ensure that training received is approved and recognized by local, state, or federal education, professional licensing or certification boards.
 - Longitudinally track program participants for one year to capture employment status after successful completion of CHW training.
- **Identify and support students in need of financial assistance to support the completion of clinical rotations.**
 - Provide financial assistance to students in the process of completing their clinical rotations in Nevada.
 - Ensure that training received is approved and recognized by local, state, or federal education, professional licensing or certification boards.
 - Longitudinally track program participants for one year to capture employment status after successful completion of clinical training.
- **Increase the number of Doulas able to provide services to pregnant Nevadans.**
 - Provide scholarships to individuals training to become a certified doula in Nevada.
 - Ensure that training received is approved and recognized by local, state, or federal education, professional licensing or certification boards.
 - Longitudinally track program participants for one year to capture employment status after successful completion of Doula training.
- **Increase the number of MAs throughout Nevada.**
 - Provide scholarships to individuals training to become an MA in Nevada.
 - Ensure that training received is approved and recognized by local, state, or federal education, professional licensing or certification boards.
 - Longitudinally track program participants for one year to capture employment status after successful completion of MA training.
- Develop, increase or support the number of training opportunities available in Nevada.
 - Provide training scholarships to individuals needing educational financial assistance to reach career goals in alignment with this grant. Individuals are allowed up to \$60,000 educational financial assistance.
 - Develop and implement programs that provide health professionals experiential trainings needed to serve the surrounding community in need of such services, as well as improve the quality of care being provided.
 - Ensure that training received is approved and recognized by local, state, or federal education, professional licensing or certification boards.
- **Increase the number of LC or IBCLC professionals within Nevada.**
 - Provide scholarships to individuals training to become a lactation consultant or IBCLC in Nevada. This may also include individual course reimbursement.
 - Ensure that training received is approved and recognized by local, state, or federal education, professional licensing or certification boards.

- Longitudinally track program participants for one year to capture employment status after successful completion of LC training.

Ceiling Award Amounts

Bio and Epi	\$2 Million
CHW	\$151,200
Clinical Rotations	\$195,195
Doulas	\$133,330
MAs	\$776,000
Training Scholarships	\$3,540,000 (\$60,000 individual ceiling)
Lactation Consultants	\$666,000

Applicants may apply for more than one component. Budgets more than the ceiling amounts will not be considered. Indirect/administrative costs are not to exceed 10%.

Successful applicants will demonstrate the ability of their organization to administer similar programs, recruit individuals meeting eligibility requirements, provide an online application and award system to individuals in need of education financial assistance to support the pursuit of their selected training program. Proof of enrollment in educational courses and completion of the academic course, experiential learning, or certification will be required.

APPLICATION INSTRUCTIONS

Application Contents

Each proposal submitted must contain the following sections, located in [Appendix A](#) of this document:

- [Cover Page](#)
- [Agency Profile](#)
- [Contact Information](#)
- [Scope of Work](#)
- [Health Equity Assessment](#)
- [Proposed Budget Plan](#)
- [Subrecipient Questionnaire](#)
- [Application Checklist](#)

All attachments shall be submitted in PDF and budgets in Excel format on the forms provided in this guide and should be presented in the same order as the checklist.

Applicants shall submit their entire application package electronically to DPBHPHII@health.nv.gov on or before the deadline of February 1, 2024, by 5:00 p.m. PST. Applicants may submit their proposal any time prior to the stated deadline with “American Rescue Plan Act (ARPA) Nevada Health Workforce Pipeline Grant RFA” in the subject line of the email.

TERMS AND CONDITIONS

Subaward Document Requirements

Submission of an application indicates the applicant agrees to abide by the following requirements as outlined in the subaward:

1. This award is subject to the availability of appropriate funds.

2. Expenditures must comply with any statutory guidelines, the 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 15th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
 - a. Quarterly Progress Report dates are as follows:

Quarter	Quarterly Report Due Date
Quarter 1 (March 1-June 30)	July 15 th
Quarter 2 (July 1-September 30)	October 15 th
Quarter 3 (October 1- December 31)	January 15 th
Quarter 4 (January 1-March 31)	April 15 th

6. Subrecipient must participate in monthly check-in calls with PHII staff.
7. Subrecipients must submit a summary report of all activities completed during the period of performance to the PHII unit. This will include at least one “success story” about the impact of the grant, such as a story of how staff or partners helped individuals or communities in a profound way.
8. Financial Status Reports and Requests for Reimbursement must be submitted monthly.

Other terms and conditions contained in the subaward can be located in [Appendix B](#) of this document.

After submission and acceptance of the RFA, applicants will have one opportunity to negotiate submitted scope of work activities with the PHII Unit before the subaward is constructed. If additional changes are requested from the applicant, a formal amendment will need to be completed after the start of the period of performance.

Budget Requirements

Successful applicants will adhere to the budget submitted as part of the RFA, outlined in [Appendix A](#). After submission and acceptance of the RFA, applicants will have one opportunity to negotiate submitted budget amounts with the PHII team before the subaward is constructed. If after that meeting more changes are requested from the applicant, applicants have two options after the beginning of the period of performance:

- Department of Health and Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. Note: the redistribution cannot alter the total not to exceed amount of the subaward.
- Modifications in excess of 10% require a formal amendment. Modifications to a category with \$0 may require a formal amendment.

Request for Reimbursement Requirements

Submission of a proposal indicates the applicant agrees to abide by the following as outlined in the subaward:

The Subrecipient agrees:

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

- Total reimbursement through this subaward will not exceed the amount in the final budget once transferred to the subaward template.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred and paid and proof of payment.
- Requests for Reimbursement will be submitted to the PHII Unit.
- 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.

The Department agrees:

- 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.

Furthermore, submission of a proposal indicates the applicant agrees to the following:

- A Request for Reimbursement is due on a monthly basis, no later than the 15th of the month.
 - Request for Reimbursement for June require special consideration due to the close of the state fiscal year on June 30th. June RFRs must be submitted July 15th at the latest or earlier at request of DPBH Fiscal, as those submitted later than July 15th will be subject to the stale claims process. In addition, June RFRs are the last opportunity to submit line-item reimbursement requests for charges from that state fiscal year. Once the new state fiscal year begins on July 1st, RFRs submitted with charges from before July 1st will be denied.
- Reimbursement is based on actual expenditures incurred during the period being reported with proof of payment being provided.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

APPENDIX A: APPLICATION SUBMISSION PACKAGE

Please utilize this document to complete the Cover Page, Agency Profile, Contact Information, Health Equity Assessment, and Checklist. Please visit the [ARPA Nevada Health Workforce Pipeline Grant](#) page to download forms for the Scope of Work template, Budget template, and Subrecipient Questionnaire.

Cover Page

**Nevada Division of Public and Behavioral Health
Public Health Infrastructure and Improvement**

In response to:

**Request for Applications
ARPA Nevada Health Workforce Pipeline Grant**

Release Date: January 1, 2024

Deadline for Submission and Time: February 1, 2024, by 5:00 p.m. PST

Organization Name:	
Phone:	Email Address:
Name of Authorized Sub-Recipient Official and Title:	
Name of Primary Contact for Proposal:	
Proposal Primary Contact Email Address:	

As a duly authorized representative, I hereby certify that I have read, understand, and agree to all terms and conditions contained within this request for applications and that information included in our organization's application hereby submitted is accurate and complete.

Signed:

Date:

Print Name:

Title:

Agency Profile and Contact Information Instructions

Project Name – Provide a short descriptive name for the proposed project.

Purpose of Award – Provide a short 2-3 sentence description of the purpose of the project.

Region(s) to be served – Select the checkbox that applies to the regions of Nevada that will be served with the RFA. If not statewide, please specify which counties will be served.

Agency Name – Applicant's legal agency name

Agency Website – If applicable, provide the applicant's website address

Agency Telephone Number – Phone number including area code.

Agency Address – Street and floor or suite number

Agency City/State – City and State

Agency Zip Code – Five or nine-digit zip code

Employer ID Number – Provide employer identification number (EIN)

Vendor Number – Provide State of Nevada Vendor Number. The subrecipient must register with the State Controller as a vendor to receive payments from any state agency. If applicant is not currently a vendor, please see the [Controller Vendor Services](#) website for the most current vendor registration process and form. Applicants must be registered prior to Notice of Award.

Unique Entity ID (UEI) Number – Provide Unique Entity ID (UEI) 12-character alpha-numeric ID assigned by SAM.gov (formerly DUNS number)

Project Period – March 1, 2024 through November 30, 2026.

Amount Requested – Amount requested in RFA. This must match the proposed budget plan.

Agency Approved Indirect Rate – Enter approved indirect cost rate. Any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in Appendix VII to 2 CFR Part 200, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs. NOTE: Funds are restricted to a maximum indirect rate of 10%.

Project Manager/Director – This will be the main programmatic contact person for this project.

Financial Officer – This will be the main fiscal contact person for this project.

Agency Director – This will be the main administrative contact person for this project.

Additional Point of Contacts – Any additional contacts that should be included for this project.

Agency Profile

Project Name:		
Purpose of Award:		
Region(s) to be served:	<input type="checkbox"/> Statewide <input type="checkbox"/> Specific county or counties: _____	
Agency Name:		
Agency Website:		
Agency Telephone Number:		
Agency Address:		
Agency City, State:		
Agency Zip Code:		
Employer ID Number (EIN):		
Vendor Number:		
UEI Number:		
Project Period: <i>(Month/Day/Year)</i>	Start Date March 1, 2024	End Date November 30, 2026
Amount Requested:		
Agency Approved Indirect Rate:		

Contact Information

Name of Project Manager/ Director:	
Title:	
Telephone:	
Fax:	
Email:	

Check, If same as Project Director

Name of Financial Officer:	
Title:	
Telephone:	
Fax:	
Email:	

Signature Authority:

Check, If same as Project Director

Name of Agency Director:	
Title:	
Telephone:	
Fax:	
Email:	

Additional Point of Contacts

Name:	
Title:	
Telephone:	
Email:	

Scope of Work Instructions

Applicants must provide a detailed [scope of work](#) for each component as part of the proposal. This will include:

- **Baseline Narrative:** A brief explanation of data related to each Goal of the scope of work. This will define relevant data measures and give an update of where they currently are.
- **Sustainability plan:** a brief explanation of how the applicant may have the ability to sustain project once the ARPA funds conclude.
- **Expected Outcomes:** A brief explanation of anticipated outcomes after the end of the project period related to each Goal of the scope of work. This will show where data measures from the baseline should reasonably be at the completion of the subaward.
- **Goals:** General statements of expected achievements over the course of the subaward project period. There can be as many goals as needed to execute the vision of the overall project. The goals will also include the responsible person(s) for each objective.
- **The following goals must be included within the proposed scope of work:**
 - Ensure that dissemination efforts of financial assistance are equitable.
 - Indicate the process by which all program participants receiving any type of award or assistance, successfully completes their selected training program by November 30, 2026.
 - Be able to determine whether program participants were able to obtain employment in Nevada related to their training upon program completion.
 - Must work with PHII team to promote opportunities online through the DPBH supported web platform.
- **Objectives:** Specific, measurable, time-bound anticipated outcomes that are related to the defined goals of the project. There can be as many objectives as needed within each goal.
- **Activities:** Actions that will be taken to meet defined objectives. There can be as many activities as needed within each objective.
- **Outputs:** Anticipated results or products that are produced as a direct result of an activity. There can multiple outputs as needed for each activity.
- **Timeline:** The anticipated timeline needed to begin and/or complete each activity.
- **Target Population:** The specific group of individuals or entities the activity is designed to impact.
- **Evaluation Measure:** The standard or criterion used to assess the effectiveness, efficiency, or impact of each activity. This is usually related to the output of each activity. Examples include quantitative measures, such as the number of participants a program reaches, or qualitative, such as participant feedback on a program.
- **Evaluation Tool:** The specific instrument or method used to collect evaluation measure data.
 - Evaluation tools must include quarterly reports to be submitted on the 15th of the month after the close of a quarter, and check-in calls with PHII staff. Timelines for quarterly reports are outlined here as well. If the 15th of the month falls on a weekend, the quarterly report will be due on the following Monday.

Quarter	Quarterly Report Due Date
Quarter 1 (March 1-June 30)	July 15 th
Quarter 2 (July 1-September 30)	October 15 th
Quarter 3 (October 1- December 31)	January 15 th
Quarter 4 (January 1-March 31)	April 15 th

- One evaluation tool must be a final Grant summary report to be submitted to the PHII team by January 29, 2027.

Scope of Work Template

**ARPA Nevada Health Workforce Pipeline Grant
Scope of Work for Subgrantee Name (Month Date, Year – Month Date, Year)**

<i>Baseline Narrative:</i>						
<i>Expected Outcomes:</i>						
<i>Goal 1:</i>						
<i>Responsible person(s)</i>						
<i>Objective</i>	<i>Activities</i>	<i>Outputs</i>	<i>Timeline Begin/Completion</i>	<i>Target Population</i>	<i>Evaluation Measure (indicator)</i>	<i>Evaluation Tool</i>

<i>Baseline Narrative:</i>						
<i>Expected Outcomes:</i>						
<i>Goal 2:</i>						
<i>Responsible person(s)</i>						
<i>Objective</i>	<i>Activities</i>	<i>Outputs</i>	<i>Timeline Begin/Completion</i>	<i>Target Population</i>	<i>Evaluation Measure (indicator)</i>	<i>Evaluation Tool</i>

<i>Baseline Narrative:</i>						
<i>Expected Outcomes:</i>						
<i>Goal 2:</i>						
<i>Responsible person(s)</i>						
<i>Objective</i>	<i>Activities</i>	<i>Outputs</i>	<i>Timeline Begin/Completion</i>	<i>Target Population</i>	<i>Evaluation Measure (indicator)</i>	<i>Evaluation Tool</i>

Please add as many rows to the table as needed to capture the objectives for your work. Please also add as many goals as needed.

Health Equity Assessment

[The Centers for Disease Control and Prevention](#) defines health equity as the state in which everyone has a fair and just opportunity to attain their highest level of health. In order to achieve health equity, it is important to analyze work being done to ensure it is culturally responsive and helping to address economic, social, and other obstacles to health and health care. This health equity plan serves as a checkpoint of current programs and services with regards to health equity. Please complete this health equity plan as part of the completed application, and include one activity as part of the diversity, equity, and inclusion goal that describes how you will use the plan at least once halfway through the subaward period.

This health equity plan was adapted from the [“Is my Evaluation Practice Culturally Responsive”](#) cultural responsiveness self-assessment checklist created by the Michigan Public Health Institute and The Implementation Group.

	Never	Rarely	Sometimes	Often	Always	Explain briefly what your organization does now, or if there are plans to do this in the future. If this is not applicable to you, write N/A
My agency participates in trainings related to diversity, equity, and inclusion principles	1	2	3	4	5	
My agency engages community members, consumers, and other interested parties in identifying appropriate practices that will address equity for populations you serve (e.g., adolescents, specific racial/ethnic groups, LGBTQ, CYSHCN, Mothers, children, parents, youth, college age persons, survivors, etc)	1	2	3	4	5	
My agency engages community members, consumers, and other interested parties in creating and/or tailoring culturally responsive interventions and activities e.g., programs, practices, and supports focused on equity	1	2	3	4	5	
Data-collection instruments like surveys are selected and adapted to ensure appropriateness for the culture(s) of the people of whom the questions are being asked	1	2	3	4	5	
My agency considers the community context and dynamics, makeup of the community, and tension among cultural lines	1	2	3	4	5	
My agency assesses whether demographics, socioeconomic factors, cultural factors, and other attributes of the community	1	2	3	4	5	

played a role in the process to define program goals and objectives						
My agency assesses if differences in service delivery are required, and if so, the nature of these differences, the policies causing these differences, and the steps needed to address the differences	1	2	3	4	5	
When analyzing and interpreting outcome data, data is disaggregated along demographic lines to identify and assess the extent of differential impacts of the programs/services	1	2	3	4	5	
In assessing program outcomes, my agency looks for...						
... disparities in access to program services among different groups represented in the key population(s)	1	2	3	4	5	
... disparities in program effectiveness among different groups	1	2	3	4	5	
... disparities in outcomes among groups	1	2	3	4	5	
... any unintended consequences of program activities due to cultural or racial/ethnic issues/context	1	2	3	4	5	
...indications of potential impact (positive or negative) on issues of diversity, inclusion, and equity within the broader community in which the program operates	1	2	3	4	5	
...whether the most under-served community group was served equitably	1	2	3	4	5	
... indicators of system-wide changes attributable to the agency's work	1	2	3	4	5	

Proposed Budget Plan

Funds will be awarded separately for Component 1, Components 2-5, and Component 6. Complete the [ARPA NHWPG Funding Summary worksheet](#). This worksheet must reconcile to the totals in the Budget Template(s).

Download the Budget Template as an Excel file [here](#). Complete the Excel file and return with your completed application. If applying for more than one component, additional Excel files may be required. Clearly label the Excel files with the appropriate component(s).

- Component 1 must be submitted separately.
- Components 2-5 must be submitted together (one Budget Narrative/one Excel file).
- Component 6 must be submitted separately.

Budget Development Instructions:

The following budget development instructions and budget example have been prepared to help you develop a complete and clear budget to ensure minimal delays in processing awards.

Funding Details and Requirements:

This funding announcement is for the ARPA Nevada Health Workforce Pipeline Grant. Funding will be provided from March 1, 2024, and continue through November 30, 2026.

All funding is subject to the availability of funding.

Budget Building Instructions by Line Item:

Budget building is a critical component of the application process. The budget in the application will be used for the subaward. The budget must be error free and developed and documented as described in the instructions.

Budget Narrative Tab:

1. There are eight different categories of charges to utilize in building your budget. These are:
 - a. Personnel
 - b. Travel
 - c. Operating
 - d. Equipment
 - e. Contractual
 - f. Training
 - g. Other
 - h. Indirect - not to exceed 10%

*If a category does not apply to your budget, leave it blank. Do not add any additional categories.
2. Follow the instructions within the Excel template and do not alter any formulas.
3. Some of the categories have examples of commonly used charges for each. If they do not apply to your organization, delete out the rows. If you need additional rows, you can add them.
4. Justifications must be included for all items and should represent the fiscal/mathematical representation of all costs that are outlined in the budget narrative. The expenses should represent a projection of the expenses that will be charged to the subgrant that directly support the work necessary to complete the tasks that are required to meet the goals and objectives as outlined in the scope of work (SOW) for this subgrant.
5. Funds are restricted to a maximum indirect rate/administrative fee of 10%.
 - a. If the entity has a federally approved indirect rate, include a copy of the agreement in your application packet, even if the federally approved rate is over the 10% allowed.

- b. Any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in Appendix VII to 2 CFR Part 200, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs.
 - c. Indirect methodology should explain how indirect is calculated (e.g., 8% of modified total direct costs per Federally approved indirect rate agreement; 10% (de minimis) of modified total direct costs; 10% of modified total direct costs per maximum indirect rate allowed).
6. Delete all red text instructions out of the Excel file when you have completed entering line-item budget information.

Budget Summary Tab:

1. This tab is used to collect information on other funding sources your agency has that is used to support the same work ARPA NHWPG funding would be utilized for. Column “B” will auto-populate with information from the Budget Narrative tab and represents the “ARPA NHWPG” funding source. Columns C-H are where you can enter other funding sources and give categorical budget information for each. If you have personnel that are funded partially by ARPA NHWPG, you must include the other funding sources that personnel are funded by to get them to 100% funding in the other funding boxes.

Subrecipient Questionnaire

Please find the subrecipient questionnaire on the Public Health Infrastructure and Improvement Section webpage in the toolkit [here](#) and complete, sign, and return with your application.

Application Checklist

ARPA Nevada Health Workforce Pipeline Grant Application Checklist Period of Performance: March 1, 2024 – November 30, 2026

1. Cover Page Completed and Signed
2. Agency Profile Completed
3. Contact Information Completed
4. Scope of Work Completed
5. Health Equity Assessment Completed
6. Budget Plan Completed
7. Subrecipient Questionnaire Completed

All applications must use the following format:

The proposal shall be prepared and submitted in PDF and budgets in Excel format on the forms provided in this guide and should be presented in the same order as the checklist.

Applicants shall submit their entire application package electronically to DPBHPHII@health.nv.gov on or before the deadline of February 1, 2024, by 5:00 p.m. PST. Applicants may submit their proposal any time prior to the stated deadline with American Rescue Plan Act (ARPA) Nevada Health Workforce Pipeline Grant RFA in the subject line of the email.

APPENDIX B: ADDITIONAL TERMS AND CONDITIONS

State of Nevada, Department of Health and Human Services, Division of Public & Behavioral Health Notice of Subaward 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. The Department of Health and Human Services (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. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. 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.
7. 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 \$750,000 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.**
8. 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 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).

9. 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 regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
10. No funding associated with this grant will be used for lobbying.
11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
13. An organization receiving grant funds through the Department of Health and Human Services 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.
14. An organization receiving grant funds through the Department of Health and Human Services 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
 - 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 sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

State of Nevada, Department of Health and Human Services, Division of Public & Behavioral Health Notice of Subaward Section C, Budget and Financial Reporting Requirements

- Department of Health and Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ 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 the amount agreed to on the subaward budget.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- 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.

Both parties agree:

- 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.

State of Nevada, Department of Health and Human Services, Division of Public & Behavioral Health Notice of Subaward Section E, Audit Information Request

Upon subrecipient signature of the subaward, subrecipients will need to complete this section and provide a copy of the most recent audit that was completed.

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

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

State of Nevada, Department of Health and Human Services, Division of Public & Behavioral Health Notice of Subaward Section F, Current or Former State Employee Disclaimer

Upon subrecipient signature of the subaward, subrecipients will need to complete this section, unless they are a member of the Nevada System of Higher Education.

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.

State of Nevada, Department of Health and Human Services, Division of Public & Behavioral Health Notice of Subaward Section F, Confidentiality Addendum

This is only for subrecipients that are members of the Nevada System of Higher Education and will be completed upon issuance of the subaward.

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

And

Subrecipient's Name

Hereinafter referred to as "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Department and Subrecipient.

WHEREAS, Subrecipient may have access, view or be provided information, in conjunction with goods or services provided by Subrecipient to Department that is confidential and must be treated and protected as such.

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. DEFINITIONS

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

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any names, addresses or any other identifying information or health information of individual subjects or any identifying data concerning individuals in any records disclosed to sub-grantee in conjunction with the goods or services provided by Sub-grantee under the Sub-grant Award.
3. **Subrecipient** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Department or created by Subrecipient from that confidential information is destroyed or returned, if feasible, to Department pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Subrecipient hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Department for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Subrecipient shall be permitted to use and/or disclose information accessed, viewed or provided from Department for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Subrecipient may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Subrecipient; to carry out legal responsibilities of Subrecipient; and to provide data aggregation services relating to the health care operations of Department. Subrecipient may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
3. The Subrecipient has obtained written approval from the Department.

OBLIGATIONS OF CONTRACTOR

1. **Agents and Subcontractors.** Subrecipient shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Subrecipient and are contained in Agreement.
2. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Subrecipient will immediately report in writing to Department any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Subrecipient maintains will not be used or disclosed.

IN WITNESS WHEREOF, Subrecipient and the Department have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

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

State of Nevada, Department of Health and Human Services, Division of Public & Behavioral Health Notice of Subaward Section G, Business Associate Addendum

Upon issuance of the subaward, subrecipients will need to complete this section, unless they are a member of the Nevada System of Higher Education:

SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as the "Covered Entity"

and

Subrecipient's Name

Hereinafter referred to as the "Business Associate"

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

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

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

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

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

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

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

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404

and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.

9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE. The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**

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

2. **Prohibited Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF COVERED ENTITY

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

V. TERM AND TERMINATION

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

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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