

**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBAWARD**

**SECTION A**

**Assurances and Certification**

As the duly authorized representatives of the applicant organization, we certify that:

1. The subrecipient agrees to abide by all appropriate provisions and procedures of the Division of Child and Family Services (DCFS).
2. The subrecipient will give the awarding agency access to and the right to examine all records, books, papers and/or documents related to the grant award and will establish an accounting system in accordance with Generally Accepted Accounting Standards or agency directives.
3. The subrecipient agrees to facilitate and participate in annual monitoring, where fiscal and programmatic documents will be reviewed and discussed.
4. The subrecipient agrees to account for grant funds in accordance with generally accepted accounting principles, insofar as practicable, consistently applied, regardless of the source of funds. The Division of Child and Family Services reserves the right, however, to prescribe the method of accountability in any particular case.
5. The subrecipient agrees that where costs are applied to two or more projects, such costs will be prorated to each grant.
6. The subrecipient will establish and have available for review, policies and procedures that provide safeguards to prohibit employees or board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
7. The subrecipient has a copy of its official organizational by laws and amendments available for review. (Required of Community Based Organizations only)
8. The subrecipient has resumes for key personnel on file for review.
9. The subrecipient will initiate, comply with and complete the Scope of Work authorized by the awarding agency per grant requirements and within the applicable timeframe.
10. The subrecipient will inform the awarding agency within 30 days of any substantial material situations affecting the successful completion of this project.
11. The subrecipient will comply with all federal and state statutes relating to nondiscrimination, including, but not limited to Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975.
12. The subrecipient will comply with the provisions of the Hatch Act which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
13. The subrecipient will comply with P.L. 93-34B regarding the protection of human subjects involved in research, development and related activities supported by this award.
14. The subrecipient will comply with all applicable requirements of all other state and federal laws, executive orders, regulations and policies governing the program.
15. The subrecipient will comply with the minimum wage and maximum hours of the federal Fair Labor Standards Act.

**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBAWARD**

16. The subrecipient will provide reports as required by the awarding agency as well as additional information requested by the awarding agency.
17. The subrecipient will provide the awarding agency with a copy of each outside audit conducted for the organization, whether that audit is a formal audit or a report from a qualified, independent source which provides an opinion regarding the financial practices and solvency of the applicant organization. **(Formal audits are required for organizations that received \$750,000.00 or more in federal funds during a Federal Fiscal Year.)**
18. The subrecipient agrees to submit the Monthly Financial Status and Request for Funds Report form (RFF). Payment for services rendered under this grant will only be made after the complete and correct financial request has been approved by the GMU.
19. The subrecipient will cooperate with DCFS GMU and any contractor hired by the GMU in establishing a professional program evaluation system to include outcome measures and the measurement of consumer impact.
20. The subrecipient agrees to submit quarterly program performance reports utilizing the online reporting system, if applicable.
21. The subrecipient certifies that the proposal upon which these grant funds are based was authorized by the governing body of the applicant.
22. The subrecipient agrees to comply with Public Law 103-227, Part C, Environmental Tobacco Smoke (Pro Children Act of 1994).
23. The subrecipient acknowledges that either party may terminate funding with 30 calendar days written notice.
24. The subrecipient has provided DCFS GMU with verification that the following insurance coverage meets State of Nevada insurance requirements: Worker's Compensation Insurance, Commercial General Liability Insurance, Business Automobile Insurance (for agency owned vehicles) and Professional Liability Insurance (as applicable). Verification of Professional Liability Insurance coverage and coverage limits is provided if counseling, therapy or treatment related services are provided.
25. The subrecipient will establish and have available for review, policies and procedures that require employees, volunteers, and Directors or Trustees to maintain the confidentiality of any information which would identify persons receiving services.
26. The subrecipient acknowledges that this subaward is contingent upon available funding and may be reduced within the subaward period.
27. The subrecipient agrees to have a 5-year record retention schedule for the Victims of Domestic Violence, Family Violence and Prevention Services Act and Victims of Crime Act subaward documentation.
28. The subrecipient agrees to make its services available to clients who may not be specified within their Scope of Work and upon the request of DCFS, in the event of a disaster.
29. The subrecipient must promptly refer to the Department of Justice (DOJ) Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The condition also applies to any subrecipients. Potential fraud, waste, abuse or misconduct should be reported to the OIG by:

**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBAWARD**

Mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

Email: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

Hotline: (contact information in English and Spanish): (800) 869-4499

Or Hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig)

30. The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the Office of Justice Programs (OJP).
31. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages subrecipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
32. The subrecipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the name and total compensation of the five most highly compensated executives of the subrecipient and first-tier subrecipients of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). The details of subrecipient obligations, which derive from the Federal Funding Accountability and Transparency act of 2006 are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own operate in his or her name).
33. The subrecipient understands and agrees that penalties and interest are not allowable expenditures.

All documents, certifications and Public Laws addressed in this document are considered part of the conditions under which this subaward is offered and must be adhered to by the subrecipient. Additional requirements of the subrecipient may also apply.

_____ Printed Name	_____ Date
_____ Signature	_____ Date
_____ Signature of President / Chairperson of Governing Body, Tribal Authority or Director of Public Agency	_____ Date

**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBAWARD**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -**

**Lower Tier Covered Transactions**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549: 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations or the definitions.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, the prospective lower tier participant shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" will be included, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a lower tier covered transaction that the prospective participant is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless the participant in a covered transaction knows that the certification is erroneous. A participant may decide the method and frequency of determining the eligibility of the principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including debarment and/or suspension.

**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBAWARD**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –  
Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither the prospective participant or the prospective participant's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Suspension.** An action taken by a suspending official in accordance with these regulations that immediately excludes a person from participating in a covered transaction for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

**Voluntary Exclusion or Voluntarily Excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Grantee Legal / Corporate Entity Name

\_\_\_\_\_  
Date

**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBAWARD**

**Certification Regarding Drug-Free Workplace Requirements**

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If grantee does not identify the workplace at the time of the application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in the office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other areas where work under the grant take place. Categorical descriptions may be used (e.g. all vehicles of a mass authority of State highway department while in operation, State employees in each local unemployment office, performance in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s) if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to the certification. Grantee's attention is called, in particular, to the following definitions from these rules:

Controlled substances means a controlled substance in Schedules I through V of the Controlled Substance Act (21 U.S.C. #12) and as further defined by regulations (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of Nolo Contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (I) All direct charge employees; (II) All indirect charge employees under their impact or involvement is insignificant to the performance of the grant; and (III) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

**Alternate I - Grantees Other Than Individuals**

The grantee certifies that it will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's

**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBAWARD**

workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- (b) Establishing an ongoing drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs;
  - (4) The penalties that may be imposed upon employees or drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency; Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
- (g) The grantee may insert the space provided below the site(s) for the performance of work done in connection with the specific grant:

**PLACE OF PERFORMANCE:**

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STREET ADDRESS	CITY	COUNTY	STATE	ZIP CODE
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Are there workplaces on file that are not identified here?       YES       NO

**Alternate II - Grantees Who Are Individuals**

**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBAWARD**

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance in conducting any activity with the grant;
- (b) If the convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include identification number(s) of each affected grant.

[55 FR 2160, 21702, May 25, 1990]

Signature	Title
Grantee Legal / Corporate Entity Name	Date



**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBAWARD**

**CERTIFICATION REGARDING LOBBYING**

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form 111, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Grantee Legal / Corporate Entity Name

\_\_\_\_\_  
Date

**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBAWARD**

**Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (ACT), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application, the applicant/grantee certifies compliance with the requirements of the Act. The applicant/grantee further agrees that the language of this certification will be included in any subawards which contain provisions for children’s services and that all subrecipients shall certify accordingly.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Grantee Legal / Corporate Entity Name

\_\_\_\_\_  
Date

**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBAWARD**

**Certification Regarding Equal Treatment for Faith-Based Organizations**

A final rule of the Department of Health and Human Services (DHHS) went into effect on August 16, 2004, which created, among other things, a new Part 87 Equal Treatment for Faith-Based Organizations, and revised the Department's uniform administrative requirements at 45 CFR Parts 74, 92 and 96 to incorporate the requirements of Part 87.

The Administration of Children and Families (ACF) is committed to providing State Administrators, State Grant Managers and subsequently subrecipients with the most accurate and concise information to help guide program activities. This regulation addresses several key Equal Treatment issues that require full compliance by Federally-funded State Programs, subrecipients, grantees and contractors.

Issues include:

- Nondiscrimination against religions organizations;
- Ability of religious organizations to maintain their religious character, including the use of space in their facilities, without removing religious art, icons, scriptures, or other religious symbols;
- Prohibition against the use of Federal funds to finance inherently religious activities, except where Federal funds are provided to religious organizations as a result of a genuine and independent private choice of a beneficiary or through other indirect funding mechanisms, such as certificates or vouchers; and
- Application of State or local government laws to religious organizations.

**NOTE:** Neither the Department (DHHS) nor any State or local government and other intermediate organizations receiving funds under any Department (DHHS) program shall, in the selection of service providers, discriminate for or against an organization on the basis of the organization's religious character or affiliation.

It is imperative that State subrecipients, grantees and contractors policies reflect the Equal Treatment Regulations. The full text of the final rule may be accessed via the Internet at <http://www.hhs.gov/fbcif/regs.html>

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 45 CFR Part 87, Equal Treatment for Faith-Based Organizations as revised in the Department's uniform Administrative requirements identified above. Any organization that fails to file the required certification shall be subject to disqualification of their application.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Grantee Legal / Corporate Entity Name

\_\_\_\_\_  
Date

DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBGRANT AWARD

SECTION E

**Audit Information Request**

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

***Nevada State Division of Child and Family Services  
Attn: Grants Management Unit  
4126 Technology Way, 3<sup>rd</sup> Floor  
Carson City, NV 89706-2009***

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

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

4. What is the official name of your organization? \_\_\_\_\_

5. How often is your organization audited? \_\_\_\_\_

6. When was your last audit performed? \_\_\_\_\_

7. What time period did your last audit cover \_\_\_\_\_

8. Which accounting firm conducted your last audit? \_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBAWARD**

**SECTION F**

**Notification of Utilization of Current or Former State Employee**

**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 within the provisions above 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 Division.

Name

Services

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBGRANT AWARD**

**SECTION G**

**Business Associate Addendum**

**BETWEEN**

**Nevada Division of Child and Family Services**

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Hereinafter referred to as the "Covered Entity"

and

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Hereinafter referred to as the "Business Associate"

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

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

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

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

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

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

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

**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBGRANT AWARD**

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.

**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBGRANT AWARD**

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,



**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBGRANT AWARD**

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.

**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBGRANT AWARD**

**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.** Neither party waives any right or defense to indemnification that may exist in law or equity.
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.

**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBGRANT AWARD**

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.

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**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBGRANT AWARD**

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

Covered Entity	Business Associate
<b>Division of Child and Family Services</b> 4126 Technology Way, 3 <sup>rd</sup> Floor Carson City, NV 89706	_____
Phone: (775) 684-4400	Business Name
Fax: (775) 684-4455	_____
	Business Address
	_____
	Business City, State and Zip Code
	_____
	Business Phone Number
	_____
	Business Fax Number
_____	_____
Authorized Signature	Authorized Signature
_____	_____
for Kelly Wooldridge	Print Name
Print Name	_____
Administrator,	Print Name
Division of Child and Family Services	_____
Title	Title
_____	_____
Date	Date

**DIVISION OF CHILD AND FAMILY SERVICES  
NOTICE OF SUBAWARD**

**SECTION H**

**Victims of Crime Act (VOCA) Assurance**

As the duly authorized representatives of the applicant organization, we certify that the applicant:

1. Agrees to utilize volunteers to supplement victim services.
2. Agrees to assist victims in seeking compensation assistance where appropriate.
3. Agrees to provide VOCA funded victim services at no fee to victims.
4. Agrees that VOCA funds will not be used to provide services to perpetrators.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of President / Chairperson of Governing Body, Tribal  
Authority or Director of Public Agency

\_\_\_\_\_  
Date