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

Agency Ref. #:	RHT-IN226006
Dept / BA / CAT:	410-3247-11
GL:	8798
Reporting #:	93798R26
Sub GL:	

NOTICE OF SUBAWARD

Program Name: Nevada Health Authority Jason Bleak, Agency Manager, j.bleak@nvha.nv.gov	**Subrecipient's Name:** Esmeralda County Board of Commissioners Joseph Dunn, Esmeralda County Manager, jdunn@esmeraldacountynv.gov
Address: 4070 Silver Sage Dr Carson City, NV 89701-8510	**Address:** 400 E. Elliott Ave, PO box 517 Goldfield, NV 89013
Subaward Period: Upon Director's Approval through 8/30/2027 **Subaward Type:** ☒ New, ☐ Amendment, ☐ Closeout Payment Terms: ☒ Reimbursement, ☐ Advance, ☐ Combination	**Subrecipient's:** **EIN:** 88-6000077 **Vendor #:** T81000318Q **UEI #:** VPXJGLL92LL93L4

Purpose of Award: This project will support improved health outcomes, strengthening rural health care infrastructure, attract/retain more health care providers, and technology innovation across rural Nevada.

Region(s) to be served: ☐ Statewide ☒ Specific county or counties: Esmeralda County
Population (s) to be served:

Approved Budget Category			
1	Personnel	$	$158,400.00
2	Travel	$	
3	Supplies	$	$243,923.00
4	Equipment	$	
5	Contract/Consultant	$	$976,893.00
6	Training	$	
7	Other	$	$15,482.00
	TOTAL DIRECT COSTS	$	$1,364,048.00
8	Administrative Costs	$	$30,650.00
	TOTAL APPROVED BUDGET	$	**$1,394,698.00**

FEDERAL AWARD COMPUTATION:		
Total Obligated by this Action:	$	**$1,394,698.00**
Cumulative Prior Awards this Budget Period:	$	0.00
Total Federal Funds Awarded to Date:	$	0.00
Match Required ☐ Y ☒ N		
Amount Required this Action:	$	0.00
Amount Required Prior Awards:	$	0.00
Total Match Amount Required:	$	0.00

Research and Development (R&D) ☐ Y ☒ N
Federal Budget Period:
12/29/2025 through 10/30/2026

Federal Project Period:
12/29/2025 through 10/30/2030

FOR AGENCY USE, ONLY

Source of Funds:	% Funds:	CFDA:	FAIN:	Federal Grant #:	Grant Award Date by Federal Agency:
Office of Acquisitions and Grants Management, Rural Health Transformation Program, Big Beautiful Bill Act of 2025, Section 71401	100%	93.798	RHTCMS332074	RHTCMS332074-01	12/29/2025

Agency Approved Indirect Rate: NA for the Department
Subrecipient Approved Indirect Rate: N/A for the Department

Terms and Conditions:
In accepting these grant funds, it is understood that:

1. This award is subject to the availablity of appropriate funds.
2. Expenditures must comply with any statutory guidelines, the Department Grant Instructions and Requirements, and the State Administrative Manual.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented
4. Subrecipient must comply with all applicable Federal regulations
5. Quarterly progress reports are due by the **30th** of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Funds must be submitted **monthly**, unless specific exceptions are provided in writing by the grant administrator.
7. Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a Federal award must be retained for a period of three years from the state of submission of the final expenditure report or, for Federal awards that are renewed quarterly, or annually, from the date of submission of the quarterly or annual financial reports.

Incorporated Documents:

Section A:	Grant Conditions and Assurances;	Section E:	Audit Information Request;
Section B:	Description of Services, Scope of Work and Deliverables;	Section F:	Current/Former State Employee Disclaimer;
Section C:	Budget and Financial Reporting Requirements;	Section G:	Department Business Associate Addendum;
Section D:	Request for Reimbursement;	Section H:	Attachment A: Progress Reporting, Attachment B: Request for Reimbursement, & Attachment C: Budget Plan

Name	Signature	Date
Fred Perez Chairman, Esmeralda County Commission		8-24-26
Alicia Roman, Fiscal & Projects Officer Rural Health Transformation Program, NVHA	Alicia Roman Alicia Roman (Aug 26, 2026 08:48:54 PDT)	08/26/2026
Stacie Weeks Director, NVHA	Malinda Southard Malinda Southard (Aug 27, 2026 09:55:12 PDT)	08/27/2026

STATE OF NEVADA
NEVADA HEALTH AUTHORITY
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. Nevada Health Authority (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent entity.

2. The Subrecipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

3. The Department or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Subrecipient from its obligations under this Agreement.

    - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Subrecipient.

4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

    - The Department may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Subrecipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

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

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).

2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.

3. These grant funds will not be used to supplant existing financial support for current programs.

4. The Subrecipient must obtain prior written approval from the Department before making any material change to the approved scope of work, budget, work plan, performance period, key personnel, or approved activities.

    a. Prior written approval is required for, at minimum: new or previously unapproved subawards; consultant, contractor, or contractual activities not previously approved; changes in key personnel or level of effort; changes in project scope; no-cost extensions; carryover requests; lifting of funding restrictions; removal or modification of corrective action or non-compliance plans; equipment and other capital expenditures requiring approval under 2 CFR 200.439; rearrangement or reconversion costs under 2 CFR 200.462; and budget revisions that exceed applicable federal or Department thresholds.
    b. Verbal approval is not sufficient. The Subrecipient proceeds with any change requiring prior approval at its own risk until written approval is issued by the Department.

5. The Subrecipient acknowledges that funds awarded under this Agreement are federal financial assistance funds awarded to the State of Nevada through the Centers for Medicare & Medicaid Services ("CMS") under the Rural Health Transformation Program ("RHT Program"). The Subrecipient agrees to comply with all federal, state, and program-specific requirements applicable to the award, whether expressly stated in this Agreement or incorporated by reference.

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

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

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

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

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

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

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

7. The Subrecipient must maintain and comply with written standards of conduct and conflict-of-interest policies consistent with 2 CFR 200.112, 2 CFR 300.112, and applicable procurement requirements. The Subrecipient must promptly disclose to the Department any actual, potential, or apparent personal, organizational, financial, or other conflict of interest related to this Agreement, including conflicts involving employees, officers, agents, board members, consultants, contractors, lower-tier subrecipients, or partners. The Subrecipient must not proceed with an affected transaction or activity until the conflict has been disclosed and resolved to the Department's satisfaction.

8. The Subrecipient must maintain a valid Unique Entity Identifier and, when required, active SAM.gov registration for the period during which this Agreement is active and for any period during which federal funds remain available or reporting obligations remain outstanding. The Subrecipient must review and update SAM.gov information at least annually and more frequently if required by changes in information.

   a. The Subrecipient must promptly provide the Department with its UEI, EIN, Tax ID, National Provider Identifier if applicable, legal name, address, key personnel, and any other information needed for CMS, SAM.gov, FFATA, or subrecipient monitoring purposes.

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

9. The Subrecipient must comply with all applicable federal civil rights and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and 45 CFR Part 80; Section 504 of the Rehabilitation Act of 1973 and 45 CFR Part 84; Title IX of the Education Amendments of 1972 and 45 CFR Part 86, if applicable; the Age Discrimination Act of 1975 and 45 CFR Part 91; Section 1557 of the Patient Protection and Affordable Care Act and 45 CFR Part 92; and any other applicable HHS civil rights requirements. Compliance with these federal civil rights requirements is a material condition of receiving funds under this Agreement. The Subrecipient must ensure that its contractors, consultants, lower-tier subrecipients, and partners comply with applicable civil rights requirements.

10. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

11. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend $1,000,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**

12. Compliance with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all

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

13. Certification that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to applicable federal suspension and debarment requirements, including 2 CFR 200.214, 2 CFR Part 180, 2 CFR Part 376, and any subsequent amendments, superseding regulations, or other applicable federal guidance in effect during the term of this Agreement.

14. **Mandatory Disclosures**

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

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

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

16. **Privacy and Security of Health Information**

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

17. **Employee Whistleblower Protections**

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

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

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

19. **Bankruptcy Notification**

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

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

20. **Procurement and Purchasing Standards**

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

21. **Appropriations and Salary Limitation**

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

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

23. **Service Commitment Monitoring Plan.** Prior to execution of this Subaward, or prior to implementation of any activity subject to the five-year rural service commitment, whichever occurs later, the Subrecipient shall submit a written Service Commitment Monitoring and Enforcement Plan to the Department for review and approval. The plan shall describe, at a minimum:

a. criteria used to identify individuals subject to the service commitment;
b. execution and maintenance of written service agreements;
c. procedures for verifying eligible rural clinical service, including reporting frequency and supporting documentation;
d. methods for tracking compliance throughout the five-year obligation, including any approved pauses or deferrals;
e. procedures for identifying, documenting, and reporting noncompliance;
f. proposed recovery procedures for funds or benefits provided in the event of noncompliance, where applicable; and
g. procedures for requesting Department review of any claimed extenuating circumstances.

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

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

24. The Subrecipient acknowledges that the Department shall monitor the Subrecipient's performance and compliance throughout the period of performance in accordance with applicable federal and state requirements, including, but not limited to, 2 CFR Part 200, the CMS Notice of Funding Opportunity, the CMS Standard Terms and Conditions, and the Nevada Department of Health and Human Services Grant Instructions and Requirements, as applicable. The nature, frequency, and scope of monitoring activities shall be determined by the Department based upon the Subrecipient's assessed level of risk, prior performance, financial stability, internal controls, compliance history, audit results, complexity of the funded activities, amount of funding awarded, and any other factors the Department determines relevant. Monitoring activities may include, without limitation, desk reviews, financial and programmatic reviews, reimbursement reviews, document requests, performance monitoring, technical assistance, interviews, remote monitoring, site visits, corrective action plans, or other oversight activities deemed necessary to ensure compliance with the terms and conditions of the award. The Department may modify the level or frequency of monitoring at any time during the period of performance based upon changes in the Subrecipient's risk profile, identified compliance concerns, audit findings, performance issues, significant changes in operations or personnel, or other circumstances affecting the administration of the award. Such changes shall not require amendment of this Agreement.

25. No funding associated with this grant will be used for lobbying.

26. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.

27. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.

28. An organization receiving grant funds through Nevada Health Authority shall not use grant funds for any activity related to the following:

- Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
- Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
- Any attempt to influence:
  - The introduction or formulation of federal, state or local legislation; or
  - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
- Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
- Any attempt to influence:
  - The introduction or formulation of federal, state or local legislation;
  - The enactment or modification of any pending federal, state or local legislation; or
  - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity**, by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
- Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
- Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

29. An organization receiving grant funds through Nevada Health Authority may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
- Not specifically directed at:
  - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
  - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or

- Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity..

- This provision does not prohibit a subrecipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

- To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the subrecipient shall provide all information reasonably requested by the Department to enable compliance with the Federal Funding Accountability and Transparency Act (FFATA), including first-tier subaward reporting, executive compensation reporting when applicable, and any information required under 2 CFR Part 170.

30. The Subrecipient shall comply with all applicable federal acknowledgement, disclosure, and disclaimer requirements, including the Stevens Amendment, for any public-facing materials, publications, outreach documents, reports, presentations, websites, webpages, press releases, social media posts, training materials, signage, or other communications developed or disseminated in whole or in part with Rural Health Transformation Program funds.

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

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

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

31. The Subrecipient must comply with 45 CFR Part 87, Equal Treatment for Faith-Based Organizations, to the extent applicable.

32. If the Subrecipient's activities involve both ongoing access to HHS or CMS information or technology systems and handling personally identifiable information or protected health information from HHS or CMS, the Subrecipient must create, maintain, and comply with a cybersecurity plan consistent with applicable HHS Administrative and National Policy Requirements. The Subrecipient must provide the plan to the Department upon request and must promptly report cybersecurity incidents, suspected incidents, unauthorized access, or breaches involving award-related systems or data.

33. Where funded activities include health information technology, interoperability, health information exchange, or electronic health records, the Subrecipient shall comply with applicable federal Health Information Technology and Interoperability requirements.
34. Any continuation, renewal, extension, or funding of this Agreement beyond the current budget period is contingent upon the Subrecipient's satisfactory performance, timely completion of required deliverables, compliance with all reporting and documentation requirements, availability of funds, and the Department's receipt of continued federal funding and authorization from CMS. The Department has no obligation to provide funding beyond the amount and period expressly stated in the current Notice of Subaward.

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

SECTION B

Description of Services, Scope of Work and Deliverables

Esmeralda County Board of Commissioners, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Period of Performance: October 1, 2026 through August 30, 2027

Scope of Work:

Esmeralda County will establish a network of three rural clinics in Goldfield, Silver Peak, and Fish Lake Valley through a partnership with William Bee Ririe Hospital (WBRH). The project is designed to improve access to primary care, preventive services, and coordinated specialty care for one of Nevada's most geographically isolated and medically underserved populations. Residents currently have no local access to primary care and regularly travel 70 to more than 200 miles to obtain routine and specialty healthcare. This project will bring essential healthcare services directly into the communities where residents live, reducing travel barriers, improving continuity of care, and shifting healthcare delivery from episodic, travel-dependent services to consistent, locally accessible care.

The project will create a sustainable rural healthcare delivery model that combines in-person primary care with telehealth services and coordinated regional care. Implementation will occur through a phased approach that establishes immediate access to care while allowing WBRH to expand in-person services and service capacity as patient utilization, staffing capacity, and financial sustainability develop.

During the initial phase, Goldfield will serve as the primary location for in-person services, with a medical provider and clinical support staff available Monday through Friday every other week. During alternating weeks, Goldfield will provide telehealth access Monday through Friday, following WBRH clinic availability in Ely. The Silver Peak and Fish Lake Valley satellite clinics will provide telehealth access Monday through Friday, also following WBRH clinic availability.

This hybrid model will provide residents in all three communities with consistent weekday access to healthcare while making efficient use of limited rural healthcare workforce resources. Continuity of care will be maintained because telehealth visits may be provided by the same medical provider who travels to Goldfield for in-person services, and all WBRH providers will utilize the same electronic health record system. Services will include routine primary care, timely sick visits, chronic disease management, preventive health screenings, immunizations, occupational health services, care coordination, referrals to specialty providers, and telehealth services. Periodic mobile mammography services will expand access to breast cancer screening without requiring residents to travel outside the county.

As the clinic network develops, WBRH will evaluate opportunities to expand in-person services at Goldfield and introduce or increase scheduled in-person services at the Silver Peak and Fish Lake Valley satellite clinics based on staffing, patient demand, utilization, and available resources. WBRH also may expand the range of locally available clinical services as the necessary capacity is established. Telehealth will continue to complement in-person care and maintain access and continuity across all three communities.

William Bee Ririe Hospital will provide the clinical and operational infrastructure necessary to support the three-clinic network, including a medical provider and clinical support staff. WBRH will manage patient scheduling, insurance verification and billing, prior authorizations, clinical documentation, referrals, care coordination, telehealth operations, and other administrative and operational functions associated with patient care. All WBRH providers will utilize the same electronic health record system, supporting continuity between in-person and telehealth encounters. This structure allows Esmeralda County to leverage an established rural healthcare system rather than independently developing the clinical, billing, insurance, and administrative infrastructure necessary to operate the clinics.

At project initiation, Esmeralda County has no locally available primary care clinics and no practicing primary care, behavioral health, or dental providers, resulting in significant travel distances for routine healthcare. The Goldfield clinic facility will be completed and prepared for operations by December 31, 2026, with patient services launching January 4, 2027. The satellite clinics at Silver Peak and Fish Lake Valley will launch by March 1, 2027. Through August 30, 2027, projected outcomes include approximately 250 patient encounters, delivery of at least 100 preventive services, a 20 percent increase in preventive care utilization and chronic disease management, a 20 percent reduction in out-of-area referrals for routine care

that can be appropriately provided through the Esmeralda County clinic network, and a 10 percent reduction in non-emergency emergency department utilization.

Collectively, these activities will increase access to timely healthcare, support earlier detection and treatment of chronic disease, improve continuity of care, and strengthen the long-term health of Esmeralda County residents while establishing a sustainable rural healthcare delivery model that can continue beyond the grant period.

Baseline Metrics:

Esmeralda County currently has no locally available primary care clinics and no practicing primary care, behavioral health, or dental providers, resulting in federally designated Health Professional Shortage Area (HPSA) status. Residents routinely travel 68 to more than 200 miles to access routine, preventive, specialty, and hospital care. Preventive care utilization is limited, with only 16% of eligible women receiving recommended mammography screening. County health indicators further demonstrate unmet need, including 11% of adults with diabetes, 36% obesity, 27% physical inactivity, and 19% frequent mental distress. There are currently no patient visits, preventive services, or diagnostic services provided within Esmeralda County through a local primary care clinic.

Projected Healthcare Outcomes:

Upon completion of the project, Esmeralda County will operate three rural clinics located in Goldfield, Silver Peak, and Fish Lake Valley, providing residents with reliable local access to primary care, preventive services, and coordinated specialty care. During the initial implementation period through August 30, 2027, the project is expected to:

- Establish and operate three clinic sites serving residents throughout Esmeralda County.
- Provide approximately 250 patient visits and at least 100 preventive services.
- Increase preventive care utilization and chronic disease management by 20%.
- Reduce out-of-area referrals for routine care that can be appropriately provided through the Esmeralda County clinic network by 20%.
- Reduce non-emergency emergency department utilization by 10%.

- Reduce travel distances for routine healthcare by 50 to more than 100 miles per visit, depending on the patient's community of residence.
- Establish weekday access to healthcare services across all three communities through a hybrid model of in-person and telehealth care, with Goldfield providing alternating weeks of in-person and telehealth services and Silver Peak and Fish Lake Valley providing telehealth access Monday through Friday.
- Strengthen continuity of care through integrated care coordination, referral management, and follow-up services.

Method of Accountability:

Esmeralda County will implement a comprehensive monitoring process to ensure the project remains on schedule, within budget, and in compliance with all Rural Health Transformation (RHT) requirements. The Esmeralda County Board of Commissioners will provide overall project oversight and will regularly review project progress, expenditures, and major milestones to ensure activities remain aligned with the approved scope of work.

Great Basin College (GBC), under contract with the county, will provide day-to-day grant management and analyst services, including financial tracking, procurement coordination, data collection, reimbursement requests, and preparation of required programmatic and financial reports. GBC will maintain detailed documentation of project activities and expenditures and will provide regular status updates to the county to support informed decision-making.

Project partners, including William Bee Ririe Hospital, will participate in regular coordination meetings to review implementation progress, discuss operational challenges, evaluate performance measures, and identify any corrective actions necessary to maintain project timelines. These meetings will also provide an opportunity to review patient utilization trends, clinic operations, and progress toward established healthcare outcomes.

Performance will be monitored through key indicators, including completion of facility preparation, procurement and installation of equipment, implementation of clinic operations, patient utilization, preventive service delivery, telehealth utilization, and care coordination activities. Financial performance will be monitored through routine budget reviews and reconciliation of expenditures against the approved budget.

Any significant variances in project schedule, budget, or performance will be promptly identified and addressed through consultation among the county, WBRH, GBC, and other project partners. Corrective actions will be documented and implemented as necessary to ensure successful completion of the project and achievement of anticipated healthcare outcomes.

Scope of Work for Esmeralda County Board of Commissioners

Goal 1: Establish and implement a phased network of rural wellness clinics in Goldfield, Silver Peak, and Fish Lake Valley to improve access to primary, preventive, and coordinated specialty care.

Objective(s)	Activities	Due Date	Monitoring and Accountability Activities
Objective 1.1: Execute a formal clinical services agreement with William Bee Ririe Hospital (WBRH)	Finalize the clinical services agreement defining roles and responsibilities, staffing, service schedules, operational responsibilities, telehealth services, billing and insurance functions, and implementation requirements for all three clinic locations	October 31, 2026	Executed agreement; approved scope of services; implementation meeting documentation
Objective 1.2: Prepare the Goldfield clinic for initial operations	Complete approved Goldfield renovations; procure and install required clinical equipment; establish IT, EHR, telehealth, and administrative systems; and coordinate WBRH staffing,	December 31, 2026	Contractor completion documentation; equipment and procurement records; IT, EHR, and telehealth setup confirmation;

	credentialing, payer enrollment, training, and other operational readiness activities necessary to begin patient care		staffing and operational readiness documentation
Objective 1.3: Launch primary care services at the Goldfield clinic	Initiate WBRH clinical operations with a medical provider and clinical support staff; begin in-person services Monday through Friday every other week and telehealth access during alternating weeks; and implement WBRH scheduling, insurance, prior authorization, billing, referral, care coordination, EHR, and telehealth workflows	January 4, 2027	Clinic opening documentation; staffing schedules; patient encounter reports; service utilization data
Objective 1.4: Prepare and launch satellite clinic services in Silver Peak and Fish Lake Valley	Complete facility and equipment readiness; implement WBRH administrative, IT, EHR, and telehealth systems; establish patient scheduling and clinical workflows; and launch satellite clinic operations providing Monday through Friday access to WBRH healthcare services	March 1, 2027	Facility readiness documentation; equipment and IT records; clinic opening documentation; telehealth system readiness documentation; patient encounter reports

	through telehealth, following WBRH clinic availability in Ely		

Goal 2: Improve health outcomes by reducing travel barriers, expanding preventive care, and decreasing avoidable emergency utilization.

Objective(s)	Activities	Due Date	Monitoring and Accountability Activities
Objective 2.1: Reduce travel distance for routine primary and preventive care by 50 to more than 100 miles per visit	Provide local access to primary and preventive care in all three communities; track reductions in out-of-area visits for services available locally	August 30, 2027	Utilization data; referral tracking
Objective 2.2: Increase preventive care and chronic disease management by 20%	Deliver routine screenings, wellness visits, chronic disease monitoring, and coordinate mobile mammography visits to each community	August 30, 2027	Clinical quality reports; patient records; screening data
Objective 2.3: Provide timely access to primary care and sick visits, including telehealth when appropriate, to reduce avoidable emergency department utilization	Provide accessible primary care and sick visits through in-person and telehealth services, as appropriate, to reduce reliance on emergency departments for non-emergency conditions	August 30, 2027	Hospital utilization data; clinic visit reports

Goal 3: Expand access to preventive, telehealth, and coordinated care services across Esmeralda County.			
Objective(s)	**Activities**	**Due Date**	**Monitoring and Accountability Activities**
Objective 3.1: Provide at least 250 patient visits and 100 preventive services	Deliver primary care, preventive services, health screenings, chronic disease management, and other appropriate outpatient services across the three-clinic network	August 30, 2027	Service logs; patient encounter reports; preventive service data
Objective 3.2: Establish a hybrid in-person and telehealth care model providing weekday access to WBRH healthcare services across all three Esmeralda County clinic locations	Implement WBRH telehealth technology, shared EHR access, scheduling, and clinical workflows at all three locations. Goldfield will provide in-person services Monday through Friday every other week and telehealth access during alternating weeks. Silver Peak and Fish Lake Valley will provide fully equipped telehealth access Monday through Friday following WBRH clinic availability in Ely. *Telehealth visits may be* provided by the same medical	Operational at Goldfield by January 4, 2027, and at Silver Peak and Fish Lake Valley by March 1, 2027	Telehealth system readiness documentation; clinic schedules; in-person and telehealth encounter data; EHR documentation; referral and follow-up records

	provider who delivers in-person services in Goldfield, supporting continuity between virtual and in-person care		
Objective 3.3: Establish referral and care coordination pathways	Implement referral and care coordination protocols with WBRH and regional specialty providers through integrated EHR workflows	August 30, 2027	Referral protocols; EHR integration documentation; care coordination logs
Objective 3.4: Decrease out-of-area referrals for routine care that can be appropriately provided through the Esmeralda County clinic network by 20%	Provide accessible scheduling, local services, and coordinated follow-up care	August 30, 2027	Appointment data; referral tracking; patient encounter reports

STATE OF NEVADA
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NOTICE OF SUBAWARD

SECTION C

Budget and Financial Reporting Requirements

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

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

STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD

Applicant Name: Esmeralda County Board of Commissioners

Form 2

PROPOSED BUDGET SUMMARY

A.

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

FUNDING SOURCES	*Funding Source*	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED							
ENTER TOTAL REQUEST	$1,394,698.00	$ -	$ -	$ -	$ -	$ -	$1,394,698.00

EXPENSE CATEGORY

1	**Personnel**		**$158,400.00**						**$158,400.00**
	1A	Administrative Personnel							
	1B	Provider Payments Personnel							
	1C	Direct Program Personnel (No cap)	$158,400.00						
2	**Travel**								
	2A	Out-of-State							
	2B	In-State							
3	**Supplies**		**$243,923.00**						**$243,923.00**
4	**Equipment**								
	4A	Equip / Cap Exp - Category J							
	4B	Equipment - Other							
5	**Contractual/Consultant**		**$976,893.00**						**$976,893.00**
	5A	Personnel	$31,159.00						
	5B	Travel	$15,758.00						
	5C	Administrative Contracts	$30,650.00						
	5D	Provider Payments -Contracts	$444,766.00						
	5E	Capital Expenditure -Contracts	$365,560.00						
	5F	EMR - Contracts	$19,000.00						
	5G	Program Contracts (No cap)	$70,000.00						
6	**Training**								
7	**Other**		**$15,482.00**						**$15,482.00**
	7A	EMR Subscription							
	7B	All Other (No cap)	$15,482.00						

TOTAL EXPENSE	$1,394,698.00	$ -	$ -	$ -	$ -		$1,394,698.00
These boxes should equal 0	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Total Administrative Cost	$30,650.00

Total Agency Budget	$1,394,698.00
Percent of Subrecipient Budget	100%

Equipment Management and Property Requirements:

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

- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

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

- Total reimbursement through this subaward will not exceed **$1,394,698.00**;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Indicate what additional supporting documentation is needed in order to request reimbursement; and
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD

The Department agrees:

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

Both parties agree:

- The site visit/monitoring schedule may be clarified here.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

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

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

Programmatic Reporting and Performance Measurement Requirements

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

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

Initiative-Specific Reporting Requirements

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

Rural Health Outcomes Accelerator Program

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

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

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

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

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

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

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

Nevada Rural Health System Flex Fund

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

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

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

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

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

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

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

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

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

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

Workforce Recruitment and Rural Access Program

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

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

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

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

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

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

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

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

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

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

Rural Health Innovation and Technology Grant

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

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

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

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

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

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

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

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

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

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

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

Agency Ref. #:	RHT-IN226006
Dept / BA / CAT:	410-3247-11
GL:	8798
Reporting #:	93798R26
Sub GL:	

STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD

SECTION D
Request for Reimbursement

Program Name: Rural Health Transformation Program	**Subrecipient Name**: Esmeralda County Board of Commissioners
Address: 4070 Silver Sage Dr Carson City, NV 89701-8510	**Address**: 400 E. Elliott Ave, PO box 517 Goldfield, NV 89013
Subaward Period: Upon Director's Approval through 8/30/2027	**Subrecipient's**: **EIN:** 88-6000077 **Vendor #:** T8100318Q

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

(must be accompanied by expenditure report/back-up)

Month(s): **Calendar year:**

Approved Budget Category		A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel		**$158,400.00**					
1A.	Administrative Personnel						
1B.	Provider Payments Personnel						
1C.	Program Personnel	$158,400.00					
2. Travel							
2A.	Out-of-State						
2B.	In-State						
3. Supplies		**$243,923.00**					
4. Equipment / Capital Expenditure							
4A	Equip / Cap Exp - Category J						
4B	Equipment - Other						
5. Contractual / Consultant		**$976,893.00**					
5A.	Personnel	$31,159.00					
5B.	Travel	$15,758.00					
5C.	Administrative Contracts	$30,650.00					
5D.	Provider Payments – Contract	$444,766.00					
5E.	Capital Expenditure – Contract	$365,560.00					
5F.	EMR – Contract	$19,000.00					
5G.	Program Contracts (No Cap)	$70,000.00					
6. Training							
7. Other		**$15,482.00**					
7A.	EMR Subscription						
7B.	All Other (No Cap)	$15,482.00					
	Total:	**$1,394,698.00**					

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

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

Authorized Signature Title Date

FOR Department USE ONLY

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

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

Chief (as required): _____ _____ Date

STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD

SECTION E

Audit Information Request

1. Non-Federal entities that **expend** $1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).

2. Did your organization expend $1,000,000 or more in all federal awards during your organization's most recent fiscal year? ☐ YES ☒ NO

3. When does your organization's fiscal year end? June 30, 2027

4. What is the official name of your organization? Esmeralda County

5. How often is your organization audited? Yearly

6. When was your last audit performed? May 2026

7. What time-period did your last audit cover? FY 2024 - 2025

8. Which accounting firm conducted your last audit? Daniel C. McArthur, LTD

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

STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD

SECTION F

Current or Former State Employee Disclaimer

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

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

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

YES ☐ If "YES", list the names of any current or former employees of the State and the services that each person will perform.

NO ☑ Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name	Services

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

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

STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD

SECTION G

Business Associate Addendum

BETWEEN

Nevada Health Authority

Hereinafter referred to as the "Covered Entity"

and

Esmeralda County Board of Commissioners

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 Nevada Health Authority (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 statues or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Nevada Health Authority (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.

STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD

SECTION H

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

Attached Workbooks:

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

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