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**Funding for State Substance Abuse Primary Prevention**

**for Primary Prevention of the Use/Misuse of Alcohol,**

**Tobacco, Licit and Illicit Drugs**

**Request for Application 2019-2020**

|  |  |
| --- | --- |
| **Key Dates** | |
| Request for Proposal Released | March 1, 2019 |
| Bidders Conference (Online) | March 8, 2019 |
| Letters of Intent Due | March 11, 2019 by 5:00 p.m. |
| Application Deadline | April 2, 2019 at 4:00 p.m. |
| Objective Review – Open Meeting | April 29, 2019 |
| Award Notification | May 15, 2019 |
| Project Period | July 1, 2019- June 30, 2020 |

March 1, 2019

Note this document is available online at [www.nyecc.org](http://www.nyecc.org)

Please carefully read through this Request for Application (RFA) and write down all questions. Submit them to Mary Duff, Director of Community Building at [mary@nyecc.org](mailto:mary@nyecc.org) or mailed ATTN Mary Duff 1020 East Wilson Road Pahrump, NV.

All questions related to this RFA will be compiled and posted to the NyE Communities Coalition (NyECC) webpage [www.nyecc.org](http://www.nyecc.org) to ensure all applicants are provided the same guidance. No questions will be accepted after 5:00 p.m. on March 11, 2019.

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# **Executive Summary**

NyE Communities Coalition (NyECC) is accepting proposals for funding from primary prevention grants in the State Fiscal Year (SFY) 19-20. The funding is provided by the Nevada State General Funds for Substance abuse Primary Prevention (SAPP). Sub-grants awarded through this RFA are meant to meet the priorities identified in the NyECC Comprehensive Community Prevention Plan 2018-2021 and the entire document can be found [here](https://nyecc.org/wp-content/uploads/Comprehensive-Community-Prevention-Plan.docx). All awards will be cost-reimbursement grants.

This is a competitive process. Current sub-recipients are not guaranteed funding in the SFY 19-20 and applicants who receive awards through this RFA are not guaranteed future funding.

# **Timeline**

|  |  |
| --- | --- |
| RFA 2019 Timeline | |
| RFA Released | March 1, 2019 |
| Bidders Conference (online)  **Zoom Information**:  Join Zoom Meeting  <https://zoom.us/j/954199324>  Dial by your location  +1 669 900 6833 US (San Jose)  Meeting ID: 954 199 324 | March 8, 2019; 1:00 p.m.-3:00 p.m.  Attendance to this conference is helpful for all who are considering application.  Questions that pertain to the RFA may be answered during this Conference and are not subject to be posted on the NyECC webpage March 13th. |
| All Questions Regarding RFA | March 11, 2019; 5:00 p.m. |
| Letters of Intent | March 11, 2019; 5:00 p.m. |
| NyECC Post Responses to RFA Questions on webpage | March 13, 2019 |
| Applications Due | April 2, 2019; 4:00 p.m. |
| Technical Review of Applications | April 3, 2019 through April 9, 2019 |
| Application Review and Scoring | April 10, 2019 through April 21, 2019 |
| Objective Review (Open Meeting) | April 29, 2019 |
| Funding Decisions Announced | May 15, 2019 |
| Budget and Scope of Work Negotiations | May 16, 2019 through June 7, 2019 |
| Notice of Sub-grant award documents sent | June 17, 2019 |

**Funding Amounts:** State General Fund Substance Abuse Primary Prevention (SAPP)

|  |  |
| --- | --- |
| Anticipated Total Available Funding | $153,000 |
| Estimated Number of Awards | 15 |
| Estimated Award Amounts | $5,000- $50,000 |
| Cost Sharing/Match Requirement | No |
| Project Start Date | July 1, 2019 |
| Length of Project Period | 1 year |

All of the proposed allocations listed above are subject to the availability of funds as well as any and all changes made by the 2019 Nevada Legislature during the state budgeting process and/ or by the United States Congress during the federal budgeting process. If changes occur, amendments to this RFA will be published.

# **Eligible Participants**

NyECC reaches communities across Nye, Lincoln and Esmeralda Counties. The applicant must provide services within one or more of these counties. The applicant must be an organized 501©3 non-profit entity, a government entity, or a federally recognized tribal organization. All applicants must be eligible to receive State of Nevada funding.

All applicants must be a SAPTA certified prevention provider. If applicant is not currently certified the process must be initiated prior to April 2, 2019. For additional information on how to become SAPTA prevention certified contact Mary Duff at [mary@nyecc.org](mailto:mary@nyecc.org) or (775) 727-9970 X 237. She will provide instruction on how to initiate the process.

# **Priority Areas**

NyECC has identified priority populations and substances in the 2018-2021 Comprehensive Community Prevention Plan (CCPP). To view the entire CCPP please go [here](https://nyecc.org/wp-content/uploads/Comprehensive-Community-Prevention-Plan.docx). You may find the identified priority areas in the section 3 & 4: Planning and Implementation in the CCPP, page 34. The priorities are also identified in Appendix H. If the applicant chooses to focus in another area justification must be provided in the needs assessment.

# **Letters of Intent**

Email Mary Duff at [mary@nyecc.org](mailto:mary@nyecc.org) a statement of the agency’s intent to apply by 5:00 p.m. on March 11, 2019.

# **Process for Questions and Answers**

Questions to this RFA must be submitted in writing and e-mailed to Mary Duff at [mary@nyecc.org](mailto:mary@nyecc.org). Questions will be accepted from March 1, 2019 through March 11, 2019. Answers will be posted on the NyECC webpage [www.nyecc.org](http://www.nyecc.org) on March 13, 2019. After this date, no questions can be answered by NyECC.

# **Application and Submission Information**

Executive Summary (Not Included in the page limit count)

Submit to Mary Duff at [mary@nyecc.org](mailto:mary@nyecc.org) or mailed to Attention: Mary Duff to 1020 East Wilson Road Pahrump, NV 89048 by April 2, 2019 at 4:00 p.m. Applications received after this deadline will not be accepted.

**(Agency Name) will (identify goals). This funding will provide prevention service in (service area). Quantity and identify target group) will be reached through this funding. In total, we are requesting (total budget) to deliver this prevention project.**

Needs Assessment (10 points) -1-page limit

* Describe how your agency mission aligns with the proposed program and funding.
* State if the proposed intervention is identified as a priority area in the CCPP. If yes, no further data is needed.
* If the proposed intervention is not identified as a priority area in the CCPP provide citation for local data.

Theory of Change (35 points) – 3-page limit

* Describe how this intervention is responsive to the identified problem.
* Clearly articulate the design, frequency, duration, and target population of the proposed intervention.
* Utilize the Strategic Prevention Framework see Appendix F and/or the Seven Strategies for Community Change see Appendix G.
* Describe how the intervention is evidence-based or provide justification as to why the intervention is appropriate. (NyECC recommends prior approval of all interventions that are not evidence-based.) See Appendix I.
* Provide information on how your agency is going to account for culturally appropriate considerations in the intervention.
* Ensure the theory of change follows along with the scope of work.
* Write goals and objectives that are SMART (specific, measurable, achievable, relevant and time-bound) within the funding period.

Sustainability Plan (10 points)- 1-page limit

* Detail how your agency plans to help provide sustainability to the proposed intervention.
* Describe how the proposed intervention will be integrated into your agency’s goals and activities.
* Provide a timeline for the different components to the sustainability plan.

Evaluation Plan (10 points) – 1-page limit

* Describe the agency’s database or tracking processes for activities and outcomes related to this funding; identify the staff that will be responsible to enter data into the State of Nevada identified database for progress reporting.
* Provide detail on staff oversight of the evaluation process.
* Name and describe the evaluation tool(s) utilized by the evidenced-based program identified in the theory of change. If the proposed intervention has no identified tool provide explanation and description of proposed evaluation tool.
* Identify requirements set forth by the program tool, including dosage of intervention before target population can be evaluated.
* Describe how your agency is evaluating the proposed intervention within the 12-month funding cycle.

Organizational Capacity and Cost Effectiveness (20 points)- 2-page limit

* Provide the agency’s history managing local, state and federal grants and programs.
* Detail the delivery of the proposed intervention to address substance abuse.
* Detail the roles and responsibilities of the staff who are detailed in the personnel section of the budget.
* Describe the qualification of the staff that will provide the service for which the grant is funding.
* Identify key partnerships and/or the leverage of other funds and resources, detailing how this helps to build overall capacity.
* Describe the agency’s plan to make cost effective purchases.
* Detail the agency’s compliance plan to the meet the coalition meeting requirement detailed on page 8 of this RFA.

Budget Adequacy (15 points)

* Submit budget without mathematical errors and ensure proposed costs are allowable, reasonable, and allocable to the award.
* Provide adequate information to assess how each line item is calculated.
* Ensure the budget aligns with the Theory of Change and Scope of Work, including personnel time and frequency, duration of proposed intervention.
* Calculate for Applicant to attend at least the mandatory three NyECC monthly coalition meetings, see page 8 of this RFA for meeting locations.
* Ensure the budget is in compliance with the budget instructions.

The budget form can be found [here](https://nyecc.org/wp-content/uploads/Budget-Form.xlsx). See Appendix B for budget instructions.

The Scope of Work can found [here](https://nyecc.org/wp-content/uploads/Scope-of-Work.docx). See Appendix C for scope of work example.

All application should be written in Times New Roman, size 12 font, 1-inch margin, single-spaced, and within the above mentioned page limits. Each page, including attachments, should have a footer with the applicant name and a page number. These may be hand-written or typed.

# **Review and Selection Process**

During the technical review, NyECC staff will evaluate if the Applicant meets the application criteria. These technical reviewers will assess the priorities and strategic considerations. Feedback will be provided to the External Reviewers. If the Applicant does not pass the technical review or meet the eligibility requirements the application will not be reviewed by the External Reviewers.

External Reviewers will review and score the applications. During the Objective Review meeting set for April 26, 2019, these External Reviewers will meet and discuss funding recommendations. It is highly encouraged that all applicants being considered for funding attend this open meeting and are available for questions regarding the application. This is an open meeting.

Final funding decisions must be approved by the NyECC Board of Directors at the May 13, 2019 meeting.

Decision of funding will be provided to all applicants on May 14, 2019 through e-mail to the organizations primary contact identified in the Cover Page.

Budget and Scope of Work negotiations will take place May 15, 2019 through June 7, 2019. Sub-award documents will be sent out June 17, 2019.

All sub-recipients must be SAPTA prevention certified prior to being reimbursed by NyECC.

# **Appeal Process**

If an applicant wishes to appeal the funding decisions approved by the Board of Directors, then this process must be initiated by May 31, 2019 by e-mailing Mary Duff at [mary@nyecc.org](mailto:mary@nyecc.org). At this time, the internal NyECC process will be followed in accordance with the Policies and Procedures.

# **Award Requirements**

Recipients are required to submit a variety of reports which are due at specific times during the funding cycle. All reports must be accurate, complete, and submitted on time.

|  |  |  |
| --- | --- | --- |
| Quarters | Dates of Quarter | Due Date for Reports |
| Quarter 1 | July 1, 2019-Setpember 30, 2019 | October 8, 2019 |
| Quarter 2 | October 1, 2019-December 31, 2019 | January 8, 2020 |
| Quarter 3 | January 1, 2020- March 31, 2020 | April 8, 2020 |
| Quarter 4 | April 1, 2019- June 30, 2020 | July 8, 2020 |

Each quarter there will be due a quarterly report to show programmatic progress. At this time the budget will be reviewed and a detailed budget spend down plan may be requested by NyECC if at the end of Quarter 1, 2 and 3 the sub-recipient is not to 25%, 50% and 75% spent of total awarded budget. A database is being identified by SAPTA and reporting format is not yet known.

Monthly Request for Reimbursements will be due the 5th of each month.

The last Request for Reimbursement needs to be submitted within 30 days of the grant end date.

All relevant forms will be provided with the sub-award documents.

It is the expectation of NyECC that sub-recipients will attend at a minimum three coalition meetings. Time will be provided for the sub-recipient to speak to coalition members during the August, January and July meetings. Coalition meetings are monthly in Pahrump, Tonopah, or Panaca. Attendance at any of these locations is acceptable.

In the August 2019 meeting, award of funding should be announced.

In the January 2020 meeting a 10-minute presentation should be provided detailing the intervention that is being implemented.

In the July 2020 meeting a 10-minute presentation should be provided detailing accomplishments over the past year.

* NyECC Tonopah Coalition Meeting is 12:00 p.m.-1:30 p.m. on the first Wednesday of the month. Location is at the Tonopah Convention Center.
* NyECC General Coalition Meeting is 8:30 a.m.-10:00 a.m. on the third Wednesday of the month. Location either at NyECC main campus or the library.
* NyECC Lincoln County Coalition Meeting is at 10:00 a.m.-11:30 a.m. on the fourth Tuesday of the month. Location is at the Panaca Town Center.

Failure to attend one of these meetings locations could impact future funding considerations.

Staff must document trainings related to substance abuse prevention and the proposed intervention. Full-time staff are required to complete 20 hours annually and part-time staff are required to complete 10 hours annually.

# **Appendix A- Application Checklist**

Cover Page

Narrative – Must be within page limit

Scope of Work

Budget

Prevention Certification OR Appendix E

# **Appendix B- Budget Instructions**

* 1. Incentives, gift cards and food purchases are not allowable.
  2. Include the $100 fee for the SAPTA prevention certification, if applicable.
  3. Include trainings costs for staff; full-time 20 hours annually, part-time 10 hours annually
  4. Include costs to attend the three mandatory coalition meetings
  5. Budget items must be allowable under Title 2 of the Code of Federal Regulations (2 CFR), Section 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Budget Detail** | | | | | |
| Category |  | **Total cost** | **Detailed cost** | | **Details of expected expenses** |
| 1. Personnel | $ | 31,976 | Allowable costs to be included in this budget line item are personnel costs only. This does not include any form of temporary staff, contract employees, and/or volunteers.   1. The position title and name of personnel should be included. 2. The total annual salary of the position per year. 3. The percentage of time they will contribute towards the project. 4. The fringe benefits line must be represented as an average percent of salaries being charged to the grant. | | |
|  |  |  | $ | 7,000  5,550  16,000  3,426 | Executive Director, John Doe, $70,000 per year x 10%= $7,000  Project Manager, John Doe, $37,000 per year X 15%= $5,550  Project Coordinator, John Doe, $32,000 per year X 50%= $16,000  Fringe Benefits=12% of total salaries - $28,550 X 12%= $3,426 |
| 2. Travel | $ | 832 |  | All rates must be reflective of the GSA approved rates at the time of budget development. | |
|  |  |  | $ | 290  290  122  130 | Mileage for local meetings and events- $0.58 X 500 miles= $290  Mileage for statewide trainings (Las Vegas)- $0.58 X 500 miles= $290  Per Diem for statewide training (Las Vegas)- $61/day X 2 days=$122  Hotel for statewide training (Las Vegas)- $130 (May rate) |
| 3. Operating | $ | 9,300 |  | The costs that are allowable to be included in this budget line item are all operating costs. Operating costs may include but are not limited to; building space, utilities, telephone, postage, printing and copying, publication, desktop/consumable office supplies, certifications fees and insurance costs. If applicable, indirect costs are not included in this section. Organizational costs that do not reasonably contribute to the accomplishments of project tasks, goals and objectives of the scope of work cannot be charged to this grant. | |
|  |  |  | $ | 300  9,000 | Office Supplies (paper, pencils, pens etc.)- $25 per month X 12 months= $300  Rent- $1,000 per month X 12 months= $12,000 X .75 FTE= $9,000 |
| 4. Equipment | $ | 5,500 |  | The costs that are allowed to be included in this budget line item are equipment costs. Per federal regulation; §200.33 Equipment. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000 per unit | |
|  |  |  | $ | 5,500 | Examination tables, $5,500 per unit X 1 unit= $5,5500 (This is almost never used; most expenditures will fall under operating costs.) |
| 5. ContractualConsultant | $ | 200 |  | The costs that are allowed to be included in this budget line item are contract costs. List all sub-grants, consultants, contract, personnel/temporary employees and/or vendors that will be procured through a competitive process. (Travel and expenses of consultants and contractor should be incorporated into the contracts and included in this section as a part of the estimate contract cost.) | |
|  |  |  | $ | 200 | Contract to provide 2 youth and community alcohol, tobacco and other drug free events as alternative activities- $100 per event X 2 events= $200 |
| 6. Training | $ | 200 |  | The costs that are allowed to be included in this budget line item are training costs. This line item may include registration fees/conference fees and training costs. This line item can be used to budget for training that will be attended by staff and for the costs of training and educational materials being provided to targeted populations as identified in accordance to the proposed SOW. | |
|  |  |  | $ | 200 | Substance abuse and program related webinars- $50 per webinar x 4 webinars- $200 |
| 7. Other | $ | $6,000 |  | Other: The costs that are allowed to be included in this budget line item include audit costs. | |
|  |  |  | $ |  | Annual audit costs-$8,000 X .75 FTE= $6,000 |
| Total Cost | $ | $54,008 |  | | |
|  | | | | | |

# **Appendix C- Scope of Work**

**Goal 1:**Click here to enter a goal.

|  |  |  |  |
| --- | --- | --- | --- |
| **Outcome Objective 1a:** Click here to enter text. | | | **Percent Funding:** %. |
| **Activities including Evidence-based Programs** | **Date due by** | **Documentation** | |
| 1. [List specific activities to be achieved to meet the outcome objective] | Enter date. | [Documentation and or evidence that the activity was completed, e.g. meeting minutes, written policy, etc.] | |
| 1. [List specific activities to be achieved to meet the outcome objective] | Enter date. | Click here to enter documentation. | |
| **Evaluation:** Click here to enter evaluation. | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Outcome Objective 1b:** Click here to enter text. | | | **Percent Funding:** %. |
| **Activities including Evidence-based Programs** | **Date due by** | **Documentation** | |
| 1. [List specific activities to be achieved to meet the outcome objective] | Enter date. | [Documentation and or evidence that the activity was completed, e.g. meeting minutes, written policy, etc.] | |
| 1. [List specific activities to be achieved to meet the outcome objective] | Enter date. | Click here to enter documentation. | |
| **Evaluation:** Click here to enter evaluation. | | | |

# **Appendix D- Cover Page**

**NyE Communities Coalition**

**APPLICATION FOR PRIMARY PREVENTION FUNDING**

**RFA 2019**

**ALL FIELDS ON THIS COVER SHEET MUST BE COMPLETED**

Agency Name:

Agency Website:

Geographical Area Served:

Address, City, State, Zip:

Primary Contact for this Project:

E-mail Address:

Phone Number:

EIN Number:

DUNS Number:

I have reviewed the information contained in this application and certify that it is accurate, to the best of my knowledge. I have read, understand, and agree with all the terms and conditions specified in this Request for Proposal. If Applicant does not specify in detail any exception and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations. *Please sign below in blue ink.*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency Director Date

# **Appendix E- Prevention Certification**

* In order to receive funding from this RFA, an applicant must be prevention certified OR show documentation that this certification is in process.
* Appendix E must be submitted with the application if a Certification cannot be provided.
* SAPTA Certification requires compliance with NRS statutes and Policies and Procedures.
* There is a link on the NyECC Webpage for sample Policies and Procedures.
* SAPTA prevention certification costs $100.
* NyECC will not provide any reimbursement until an applicant is prevention certified.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herby certify that applicant,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, has initiated the prevention certification process on this

date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency Director Signature Date

Please attach documentation of this process, such as an e-mail.

# **Appendix F- Strategic Prevention Framework**

# **Strategic Planning Framework**

NYECC HOPE Committee meets on a monthly basis and is composed of Assessment, Planning and Evaluation (APE) Committee. This committee works to follow the SPF process when looking at prevention efforts throughout the NYECC service area. Each step of the SPF model can occur in any order. This is not a linear process.

**Step 1: Assess Needs** *What is the problem, how can we learn more?*

This step helps the coalition members identify needs around substance abuse and the contributing factors. By review of different data sources, the prevention efforts can be targeted to the needs of the community. Data helps to prioritize, identify local conditions and assess readiness and resources to address these factors. Through engagement of the coalition members, buy-in, support and sustainability is being work towards.

**Step 2: Build Capacity** *What resources do we have to work with?*

This step allows for the coalition members identify resources and build local readiness to address the substance abuse issue. Both human and structural resources are accounted for during this step. By making sure prevention efforts are well supported helps to build-up the sustainability component.

**Step 3: Plan** *What should we do and how should we do it?*

In this step, a logic model is often developed. This allows for the risk and protective factors to be fully identified and the correct interventions to be selected. Through strategic planning, the most appropriate programming can be identified and barriers can be overcome.

**Step 4: Implementation** *How can we put the plan into action?*

During this step, the strategic prevention plan is put into action. Work with partners to make sure programming is successful. Consider fidelity and adaption issues.

**Step 5: Evaluate** *Is the plan succeeding?*

Evaluation is the systematic collection and analysis of information about the program. This step is not just about the collection of data but using this data to improve the effectiveness of the prevention program.

**Cultural Competence**

The ability to interact effectively with members of a diverse population.

**Sustainability**

The process of achieving and maintaining long-term results.

# **Appendix G- Seven Strategies to Community Change**

NYECC uses the Seven Approaches to Achieve Community Change, as defined in the Implementation Primer provided by CADCA, to maximize the efforts of the coalition. These approaches include:

**Providing Information** - educational presentations, seminars, trainings, PSAs, brochures, community meetings, and social marketing.

**Enhancing Skills** – workshops, seminars, activities designed to increase the skills of participants, trainings and technical assistance.

**Providing Support** – creating opportunities to support people in participating in activities, providing alternative healthy/substance free activities, mentoring, referrals.

**Enhancing Access/Reducing Barriers** – improving systems and processes within the communities we live in, increase the ease, ability and opportunity to utilize those systems and services.

**Changing Consequences** – increasing or decreasing the probability of a specific behavior that reduces the risk or enhances the protection by increasing public recognition and rewards for positive choices and increasing taxes, citations, fines, revocations/loss of privileges for negative choices.

**Physical Design** – changing the physical design or structure of the environment to reduce risk or enhance protection.

**Modifying/Changing Policy** – formal change in written procedures, by-laws, proclamations, rules or laws which include workplace initiatives, law enforcement procedures and practices, public policy, systems change within government, communities and organizations.

# **Appendix H- NyECC Funding Priorities from CCPP**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Priority | Data Indicator | Outcome | Intervening Variables | Strategies | Activities |
| Neonatal & Infant Exposure to Substances | CDC, MMWR, 2014- 4.8 per 1,000 births | Decrease rates of NAS (neonatal abstinence syndrome), FAS (fetal alcohol syndrome) and marijuana-exposed babies. | Low perception of harm  Laws and norms favorable to use | Community Education  Community Awareness Campaign | Presentations specific to women of child-bearing age  Presentations specific to health care professionals and WIC representatives  Media- Print, TV & Radio, Social Media |
| Early Childhood & Elementary student use of tobacco, vape and alcohol | YRBS middle school survey – use before 11 years of age | Decrease the YRBS age of first use past 11 years of age for tobacco, vape and alcohol | Easy access- social availability (obtaining through friends and family)  Low perception of harm | School-based programming  Community-based programming  Environmental Strategies & Coalition Process  Community Awareness Campaign | Direct, evidence-based programming to youth  Parenting Classes  Advocacy around policy change  Peer-to-peer education  Media-Print, TV & Radio |
| Middle School students use of tobacco, vape, alcohol, marijuana and inhalants | YRBS middle school survey- ever use | Reduce the YRBS – ever use- question for tobacco, vape, alcohol, marijuana and inhalants | Low perception of harm  Easy social access (obtaining through friends and family)  Norms favorable to use | School-based programming  Community-based programming  School-based programming  Alternative Activities  Service Learning  Community Awareness Campaign  Environmental Strategies & Coalition Process | Direct, evidence-based programming to youth  Education to parents and community through community events- school open houses, health fairs and other means  Parenting Classes  Advocacy around policy change  Peer-to-peer education  Alcohol, tobacco and drug-free events  Service learning to connect youth to positive relationships and community  Media- Print, TV & Radio |
| High school students  Use of vape, alcohol, marijuana Rx pain medication, inhalants, and synthetic marijuana | YRBS high school survey-ever use for Rx paid medication, inhalants, and synthetic marijuana & past 30 day use for vape, alcohol and marijuana | Reduce the YRBS- ever use- question for Rx pain medication, inhalants and synthetic marijuana & past 30 day question for vape, alcohol, binge drinking, and marijuana | Norms favorable to use  Easy access  Low perception of harm | Community-based programming  School-based programming  Alternative Activities  Service Learning  Environmental Strategies & Coalition Process | Education to parents and community through community events- school open houses, health fairs and other means  Parenting Classes  Advocacy around policy change  Peer-to-peer education  Alcohol, tobacco and drug-free events  Service learning to connect youth to positive relationships and community  Media- Print, TV & Radio |
| Driving while impaired 16-adult | County Health Ranking- driving deaths that involved alcohol  YRBS high school survey driving while using marijuana in past 30 days | Decrease the number of deaths related to alcohol impairment  Decrease the number of high school students who report driving or driving with someone while using marijuana | Norms favorable to use  Easy access  Low perception of harm for marijuana impairment  Low consequences | Community Awareness Campaign  Environmental Strategies and Coalition Process | Education to parents and community through community events- school open houses, health fairs and other means  Advocacy around policy change  Media- Print, TV & Radio |
| Prescription Drugs- Opioids and Stimulants | Southern Nevada Health District Opioid Dashboard- opioid overdose deaths per 100k  CDC 2018 report death rate psychostimulants 7.5 per 100k | Decrease SNHD opioid dashboard- opioid overdose deaths per 100k  Decrease CDC psychostimulant death rate | Access and availability to drugs  Favorable attitudes towards the problem behavior | Evidenced-based community programming  Community Awareness Campaign  Environmental Strategies and Coalition Process | Education to parents and community through community events- school open houses, health fairs and other means  Advocacy around policy change  Alcohol, tobacco and drug free events  Media- Print, TV & Radio |

# **Appendix I – Technical Review Form**

Agency/Applicant Name:

Does the Agency meet the eligibility requirement?

Letter of Intent:

Date and Time Application Received:

Application meets Page Requirements Submission Instructions:

Cover Page, Scope of Work, and SAPTA Prevention Certification or Appendix E (with email attachment) submitted:

Cover Page signed by appropriate person (In Blue Ink):

Budget Instructions were followed:

Budget is accurate:

Costs for Program Delivery: (Calculate intervention ((dosage, frequency, duration x number of participants reached / total cost of budget))

Pass or Fail:

# **Appendix J- External Review Evaluation Form**

Needs Assessment (10 points) -1-page limit Reviewer’s Score: \_\_\_\_\_/10

Describe how your agency mission aligns with the proposed program and funding.

Identify if the proposed intervention is identified as a priority area in the CCPP. If yes, no further data is needed.

If the proposed intervention is not identified as a priority area in the CCPP provide citation for local data.

Theory of Change (35 points) – 3-page limit Reviewer’s Score: \_\_\_\_\_/35

Describe how this intervention is responsive to the identified problem.

Clearly articulate the design, frequency, duration, and target population of the proposed intervention.

Utilize the Strategic Prevention Framework see Appendix F and/or the Seven Strategies for Community Change see Appendix G.

Describe how the intervention is evidence-based or provide justification as to why the intervention is appropriate. (NyECC recommends prior approval of all interventions that are not evidence-based.) See Appendix I.

Provide information on how your agency going to account for culturally appropriate considerations in the intervention.

Ensure the theory of change follows along with the scope of work.

Write goals and objectives that are SMART (specific, measurable, achievable, relevant and time-bound) within funding period.

Sustainability Plan (10 points)- 1-page limit Reviewer’s Score: \_\_\_\_\_/10

Detail how your agency plans to help provide sustainability to the proposed intervention.

Describe how the proposed intervention will be integrated into your agency’s goals and activities.

Provide a timeline for the different components to the sustainability plan.

Evaluation Plan (10 points) – 1-page limit Reviewer’s Score: \_\_\_\_\_/10

Describe the agency’s database or tracking processes for activities and outcomes related to this funding, identify the staff that will be responsible to enter data into the State of Nevada identified database for progress reporting.

Provide detail on staff oversight of the evaluation process.

Name and describe the evaluation tool(s) utilized by the evidenced-based program identified in the theory of change. If the proposed intervention has no identified tool provide explanation and description of proposed evaluation tool.

Identify requirements set forth by the program tool, including dosage of intervention before target population can be evaluated.

Describe how your agency is evaluating the proposed intervention within the 12-month funding cycle.

Organizational Capacity and Cost Effectiveness (20 points)- 2-page limit

Reviewer’s Score: \_\_\_\_\_/20

Provide the agency’s history managing local, state and federal grants and programs.

Detail the delivery of the proposed intervention to address substance abuse.

Detail the roles and responsibilities of the staff who are detailed in the personnel section of the budget.

Describe the qualification of the staff that will provide the service for which the grant is funding.

Identify key partnerships and/or the leverage of other funds and resources, detailing how this helps to build overall capacity.

Describe agency’s plan to make cost effective purchases.

Detail the agency’s compliance plan for the meeting the coalition meeting requirement detailed on page 8 of this RFA.

Budget Adequacy (15 points) Reviewer’s Score: \_\_\_\_\_/15

Submit budget without mathematical errors and proposed costs are allowable, reasonable, and allocable to the award.

Provide adequate information to assess how each line item is calculated.

Ensure the budget aligns with the Theory of Change and Scope of Work, including personnel time and frequency and duration of proposed intervention.

Calculate for Applicant to attend at least the mandatory three NyECC monthly coalition meetings, see page 8 for meeting location.

Ensure the budget is in compliance with the budget instructions.

Total Score: \_\_\_\_\_/100

Recommendations/Comments:

# **Appendix K- Evidence-based Practices**

The emphasis on science-based practices, or evidence-based, will continue; however, there is a need to develop and create new interventions and technologies and in turn, to establish the evidence. There are many promising practices in various stages of development. These are services that have not been studied, but anecdotal evidence and program-specific data indicate they are effective. As these practices continue to be evaluated, the evidence is collected to establish their efficacy and to advance the knowledge of the prevention field.

New strategies may be used if a science-based practices does not exist to meet the identified community need and there is not one that can be adapted to do so. It is recognized that there may be prevention iniativies that a community is committed to which have not gone through the process to have documented a stronger level of evidence that is effective. Use of non-science-based practices must be justified in writing and approved through NyECC, who will in turn seek approval through the Bureau of Health, Wellness and Prevention.

Note: SAHMSA terminated the NREPP contract on December 28, 2017 because some of the evidence-based practices were not current. **Below is a partial list of SAHMSA and other resources.** Applicants are encouraged to do further research to find substance abuse programs which will best address your community needs.

**Office of Juvenile Justice and Delinquency Prevention (OJJDP)**

https://www.ojjdp.gov/mpg/

**National Institute on Drug Abuse**

https://teens.drugabuse.gov/teachers/lessonplans#/questions

https://teens.drugabuse.gov/drug-facts/marijuana

**The NCJA Center for Justice Planning (NCJP)**

http://www.ncjp.org/saas/ebps/registries

**National Institutes of Health**

https://teens.drugabuse.gov/teachers/lessonplans#/questions (new)

https://teens.drugabuse.gov/sites/default/files/podata\_1\_17\_14\_0.pdf

https://prevention.nih.gov/resources-for-researchers/dissemination-and-implementation-resources/evidence-based-programs-practices

**National Institute of Justice**

https://www.crimesolutions.gov/ProgramDetails.aspx?ID=191

**Network of Care – Clark County**

http://clark.nv.networkofcare.org/ph/county-indicators.aspx

Refer to categories: Health Risk Factors, and Mental Health and Substance Abuse

**REAL Prevention**

https://real-prevention.com/

# **Appendix L- Business Associate Addendum**

BETWEEN

**NyE Communities Coalition**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Hereinafter referred to as the “Covered Entity”

and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Hereinafter referred to as the “Business Associate”

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

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

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

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

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

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

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.

2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.

3. **CFR** stands for the Code of Federal Regulations.

4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.

5. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.

6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.

7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.

8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.

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 Health and Human Services (HHS) or the Secretary’s designee.

18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.

19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.

20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.

2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate’s compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).

3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).

4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).

5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.

6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy

of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.

7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.

9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity’s obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.

10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.

11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.

12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).

13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.

14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate’s HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.

15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).

16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.

17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

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

1. **Permitted Uses and Disclosures:** a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e) (2) (i) and 42 USC 17935 and 17936.

b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).

c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.

d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

2. **Prohibited Uses and Disclosures:**

a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.

b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity’s Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate’s use or disclosure of protected health information.

2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate’s use or disclosure of protected health information.

3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate’s use or disclosure of protected health information.

4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination**: a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.

b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return, or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.

c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.

2. **Term**. The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.

3. **Termination for Breach of Agreement**. The Business Associate agrees that the Covered Entity may immediately terminate the agreement if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health

Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.

2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.

3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with: a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and

b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party’s performance under this Addendum.

4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.

6. **Survival**. The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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