LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, JULY 16, 2026
9:00 AM
LYON COUNTY ADMINISTRATIVE COMPLEX
27 S. MAIN STREET
YERINGTON, NV 89447

Join Zoom Meeting:
https://us02web.zoom.us/j/83368686463?pwd=ZlVGaWFOT3pGUjJPWWV0VmZRQ0N5dz09
Meeting ID: 833 6868 6463 / Passcode: 896135
Mobile: 1-253-215-8782 / 1-346-248-7799

County Commission meetings are open to the public and may be attended in person or via virtual Zoom, if available. Virtual public comment may be given if you are attending the virtual Zoom meeting by raising your hand. This can occur in several ways, including by dialing *9 from your phone to raise your hand and request to speak for public comment. Then to unmute yourself, dial *6.

Written public comments may be mailed to the Lyon County Manager's Office at 27 S. Main Street, Yerington, Nevada 89447, or emailed to countyclerks@lyon-county.org, be sure to type, PUBLIC COMMENT in the subject line. Comments must be received the day prior to the date of the meeting by 4:00 P.M. for the comments to be included in the meeting. Any written public comments received after the aforementioned time will be compiled and added as supplemental materials to the County's website and distributed to the Board of Commissioners within 24 hours after the meeting.

BOARD OF COMMISSIONERS CONVENING AS OTHER BOARDS - *Members of the Board of County Commissioners also serve as the Liquor Board, Central Lyon Vector Control District Board, Mason Valley Mosquito Abatement District Board, Walker River Weed Control District Board, Willowcreek General Improvement District Board, the Silver Springs General Improvement District Board, and during this meeting may convene as any of those boards as indicated on this or a separately posted agenda.*

NOTE: THIS MEETING MAY BREAK BETWEEN 11:30 - 1:30 FOR LUNCH

1. Roll Call

2. Invocation - *given by Thomas Walburn of Sweet Water Christian Fellowship*

3. Pledge of Allegiance

4. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be*

limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.

5. For Possible Action: Review and adoption of agenda

6. Time Certain

6.a Time Certain for 9:00 AM: For Presentation Only: Recognize employees who have reached significant service milestones with Lyon County. (Human Resources Director, Ben Evans)

- 2026 Service Awards

7. Commissioners/County Manager reports

8. Elected Official's reports

9. Appointed Official's reports

10. Advisory Board reports

11. CONSENT AGENDA (Action Will be Taken on All Items) - *All matters listed under the consent agenda are considered routine, and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting.*

11.a For Possible Action: Review and accept claims and financial reports.

- Claims Report 6-16-26 to 6-30-26
- Cash Report 6-30-26

11.b For Possible Action: Approve the changes on Assessor's tax roll due to correction in assessments and review of tax roll changes.

- Secured Factual Corrections
- Unsecured Factual Corrections

11.c For Possible Action: Approve the July 2, 2026 minutes.

11.d For Possible Action: Accept a grant award from the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for the FY27 Forensic Assessment Services Triage Team (FASTT) program, in the amount of $103,588.

- FY27 Forensic Assessment Services Triage Team Notice of Subaward

11.e For Possible Action: Accept a grant award from the Nevada Department of Health and Human Services, Director's Office, for FY27, in the amount of $38,933, with county match of $3,893, for the Family Resource Center (FRC).

- FY27 DO 1753 Family Resource Center Notice of Subaward

11.f For Possible Action: Accept a grant award from the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for FY27 Mobile Outreach Safety Team (MOST) programs, in the amount of $200,090.

- FY27 Mobile Outreach Safety Team Notice of Subaward

11.g For Possible Action: Accept a grant award from the Nevada Department of Health and Human Services, Division of Public & Behavioral Health, for FY27, in the amount of $27,542 for Family Planning.

- FY27 Family Planning Notice of Subaward

11.h For Possible Action: Accept a Local Emergency Planning Committee (LEPC) FY27 United We Stand grant award from the State Emergency Response Commission (SERC), approved in the amount of

$32,000 to purchase law enforcement night vision and breaching equipment and supplies, and to authorize the Emergency Manager to sign the grant award.

- FY27 UWS Grant Award Letter Lyon County

11.i For Possible Action: Accept a State Emergency Response Commission (SERC), FY27 Operation, Planning, Training and Equipment (OPTE) Grant in the amount of $32,000 for Equipment and $4,000 for Operations for the period of July 1, 2026 through May 30, 2027, and to authorize the Emergency Manager to sign the grant award.

- FY27 SERC OPTE Grant Approved Lyon County

11.j For Possible Action: Accept and award the 2026 Regional Transportation Commission Lyon County Road Rehabilitation Project to SNC (Sierra Nevada Construction) for the amount of $3,174,007, and approve a 10% contingency for any unforeseen issues on the project and to allow staff to sign project related documents.

- Dowl Recommendation of Award Letter
- SNC Agreement

11.k For Possible Action: Approve and accept the proposal from Lumos & Associates to do the testing and inspections for the 2026 Regional Transportation Commission Road Rehabilitation Project, in the amount of $173,250.

- Lumos Proposal for Inspection and Materials Testing Services
- Lumos Provisions of Agreement

REGULAR AGENDA - *(Action will be taken on all items unless otherwise noted)*

12. Community Development

12.a For Possible Action: To approve the Memorandum of Understanding (MOU) between Lyon County and Central Lyon Fire Protection District related to concurrent building plan review, fees, inspections, and building permit issuance. (Community Development Director, Gavin Henderson)

- CLFPD MOU Concurrent Plan Review - FINAL

12.b For Discussion and Possible Action: To review and discuss determine whether the staff should consider any changes, clarifications or revisions to Lyon County Development Code, Title 15.320.03, the Heavy Industrial Zoning District, including the zoning district's permitted uses and compatibility with surrounding land uses within the County's general land use framework (Gavin Henderson, Community Development Director).

13. Comptroller

13.a For Possible Action: Approve a five-year masterplan for the telephone surcharge. (Comptroller, Josh Foli)

- 911 Surcharge Masterplan 2026-27

13.b For Possible Action: Approve a two-year contract beginning on July 31, 2026 with Threatlocker in the amount of $31,651.87 per year for network security software (Comptroller Josh Foli).

- Threatlocker Software Agreement
- Lyon County ThreatLocker Terms and Conditions

14. Facilities

14.a For Possible Action: Approve a budget transfer of $3,000 from the General Fund contingency to help pay for removal of 17 trees at Hillcrest Cemetery. (Doug Homestead, Facilities Director)

- Hillcrest Tree Removal Jul 26

15. Government Affairs

15.a For Possible Action: To discuss and provide direction to the County Manager in regards to developing a Bill Draft Resolution (BDR) for the 2027 Legislature, which may include: discussion on possible topics for a BDR; direction to staff to research and come back with information related to a possible BDR; and input from the public on possible topics for a BDR. The Board may direct staff to prepare a resolution and bring back to the Board for further consideration. (Emergency Management and Government Affairs Director, Taylor Allison)

16. Human Resources

16.a For Possible Action: Approve the administrative correction of adding Emergency Management & Government Affairs Director to the Management Pay Plan for Fiscal Years 2027 and 2028, effective July 1, 2026. (Human Resources Director, Ben Evans)

- Management Pay Plan Fiscal Year 2027 and 2028

17. Human Services

17.a For Possible Action: Accept a grant award from the State of Nevada Department of Health and Human Services, Division of Social Services, for the FY27 Rapid Response-Stabilization Services grant, in the amount of $268,287. (Human Services Director, Shayla Holmes)

- FY27 Rapid-Response Stabilization Services Notice of Subaward

18. Juvenile Probation

18.a For Possible Action: Approve an Interlocal Agreement between Douglas County and Lyon County for Douglas County to provide Lyon County with temporary juvenile detention services provided that space is available in the amount of $300 per day until June 30, 2027. This agreement can be renewed for successive one-year periods prior to expiration of the initial term of the agreement and any subsequent one-year extension. (Chief Juvenile Probation Officer, Brian Kirkley)

- Douglas County Detention MOU
- Douglas County Detention MOU Attachment A

19. Agenda Requests - *Administrative Policies and Procedures 1.05, A Commission Member or elected/appointed department head may request an item be considered on a future agenda either by making an oral request at a County Commission meeting or submitting the request in writing to the County Manager at least 30 days prior to the meeting for which the item is requested to be placed on the agenda.*

20. Commissioner Comments

21. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.*

22. Closed Session pursuant to NRS 241.015(3)(b)(2) - *To receive information from the District Attorney or counsel regarding potential or existing litigation involving a matter over which the Board has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matter, and pursuant to NRS 288.220, to receive a report on the status of ongoing labor negotiations; and direct staff accordingly.*

23. Adjourn

Pursuant to NRS 241.020, the agenda has been posted at the following locations: Lyon County

Administrative Complex (27 S. Main Street, Yerington, NV), the Lyon County Website: https://www.lyon-county.org, and the State Website: https://notice.nv.gov. Supporting documentation for the items on the agenda is available to members of the public at the County Manager's Office (27 S. Main Street, Yerington, NV), by phone (775)463-6531, or by email requests to countyclerks@lyon-county.org.

Lyon County recognizes the needs and civil rights of all persons regardless of age, race, color, religion, sex, handicap, family status, or national origin. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternate means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and T) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found on-line at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410; Fax: (202) 690-7442; or Email: program.intake@usda.gov

T.D.D. services available through 463-2301 or 463-6620 or 911 (emergency services) notice to persons with disabilities: members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Commissioners'/Manager's office in writing at 27 S. Main Street, Yerington, NV 89447, or by calling (775) 463-6531 at least 24 hours in advance.

Lyon County is an equal opportunity provider.

Agenda and Backup Material is Available at www.lyon-county.org

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
6.a

Subject:
Time Certain for 9:00 AM: For Presentation Only: Recognize employees who have reached significant service milestones with Lyon County. (Human Resources Director, Ben Evans)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- 2026 Service Awards

Years	Name	Position	Department
25			
	Steve Rye	District Attorney	District Attorney
20			
	John Vandiver	Lieutenant	Sheriff
	Natasha Smihula	Office Supervisor	Juvenile Probation
	Steffanie Robinson	Custodial Supervisor	Facilities
10			
	Victoria Tovar	Deputy District Court Administrator	District Court
	Nicole Cisneros	Jail Control Room Supervisor	Sheriff
	Michael McCullough	Deputy Sheriff	Sheriff
	Brody Deforest	Field Services Superintendent	Utilities
	Jonathan Aveiro	Senior Road Maintainer	Roads
	Rebecca Armendariz	Child Support Case Worker	Child Support
	Shane Joyner	Sergeant	Sheriff
	Nathan Bake	Building & Grounds Supervisor	Facilities
	Richard Eichhorn	Sr Buildings & Grounds Maintenance	Facilities
5			
	Jacquelyn Miller	Public Safety Dispatch Supervisor	Dispatch
	Catherine Carmack	Court Clerk II	District Court
	Austin Sannebeck	Senior Road Maintainer	Roads
	Esmeralda Castaneda	Deputy Sheriff	Sheriff
	Judge Smith	Building & Grounds Supervisor	Facilities
	Kayli Crump	Animal Services Assistant	Animal Services
	Ariana Mendoza	Deputy Sheriff	Sheriff
	Samantha Edmondo	Deputy District Attorney II	District Attorney
	Alexander Hernandez-Aguirre	Deputy Sheriff	Sheriff
	Abel Zarazua	Sr Buildings & Grounds Maintenance	Facilities
	Tyler Randall	Deputy Sheriff	Sheriff
	Nicolas Baker	Fleet Services Supervisor	Roads
	Louis Cariola	Senior Planner	Community Development
	Colleen Straub	Sheriff's Records Manager	Sheriff
	Christian Mcpheeters	Transportation Specialist	Human Services

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
11.a

Subject:
For Possible Action: Review and accept claims and financial reports.

Summary:
Under NRS 244, the Comptroller approves bills for payment and the Board reviews the claims report.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept claims and financial reports.

ATTACHMENTS
- Claims Report 6-16-26 to 6-30-26
- Cash Report 6-30-26

CLAIMS REPORT
JUNE 15 THROUGH JUNE 30, 2026

LYON COUNTY	BILLS	PAYROLL
Governmental Funds		
General	274,287.01	1,248,803.22
Employee Benefits		
Park Construction Tax		
Co-Op Extension	92.00	
Unemployment		
Room Tax	2,820.83	
Aid to Domestic Violence		
Vehicle Acquisition		
Fair and Rodeo	8,744.27	
Capital Improvements	1,101,318.68	
Justice Court Special Assessment	1,444.84	169.81
District Court Restricted Fees	768.59	
Juvenile Probation Special Assessment	6.50	1,634.34
County Library Gift		
911 Surcharge	12,280.22	
Mining Claim Map		
Road	7,681.39	59,504.70
R T C	246,370.06	
Road Improvement	8,586.90	
Opioid Settlement		12,770.68
General Indigent	2,816.04	56,263.74
Medical Indigent	14,630.10	5,973.46
Senior Services	27,865.52	57,872.64
Senior Services Donations	1,389.06	
Animal Control Donations		
Enterprise Funds		
Dayton Water Utility	17,932.77	61,101.30
Dayton Sewer Utility	1,413,544.62	52,379.25
Component Unit Funds		
Mason Valley Mosquito Control District	26,182.29	5,375.66
Central Lyon Vector Control District	39,595.00	
Walker River Weed Control District	236.13	
Silver Springs General Improvement District	21,419.91	
Willowcreek General Improvement District	3,726.06	
Subtotal	**3,233,738.79**	**1,561,848.80**

TRUST AND AGENCY	BILLS	PAYROLL
DNA Testing		
Western Regional Youth Facility	7,968.53	57,750.34
Mason Valley Swimming Pool District	11,313.68	4,807.63
Silver Springs/Stagecoach Hospital	3,531.02	3,087.03
Fernley Swimming Pool	11,869.69	23,325.78
City of Fernley		
Mason Valley Fire Protection District	6,280.05	42,318.16
North Lyon County Fire Protection District		
Smith Valley Fire Protection District	14,296.38	7,261.09
Stagecoach General Improvement District		
South Lyon Hospital District	79,055.59	
State of Nevada		
City of Yerington		
Fish and Game		
Walker River Irrigation District	520.19	
Range Improvement		
Lyon County Bond	64,008.00	
Coroner Estate Proceeds		
County Trust Property		
Social Security Payee Program	12,877.91	
Central Lyon County Fire Protection District		
Carson Water Sub-Conservancy District		
Dayton Valley Ground Water		
Smith Valley Artesia		
Mason Valley Artesia		
Churchill Valley Ground Water		
Truckee Carson Irrigation District	5,696.32	
Fernley Ground Water		
Brady Hot Springs Ground Water		
Lyon County School District		
Subtotal	**217,417.36**	**138,550.03**

SUMMARY		
Lyon County	3,233,738.79	1,561,848.80
Trust & Agency	217,417.36	138,550.03
TOTAL	**3,451,156.15**	**1,700,398.83**

CASH REPORT

June 30, 2026

LYON COUNTY	BALANCE
Governmental Funds	
General	11,249,688.45
Park Construction Tax	1,355,183.14
Cooperative Extension	669,340.16
Unemployment	390,817.59
Room Tax	64,642.75
County Stabilization	3,450,000.00
Vehicle Acquisition	335,636.70
Fair and Rodeo	347,272.96
Justice Court Special Assessment	1,014,925.24
District Court Restricted Fees	963,342.62
Juvenile Probation Special Assessment	159,623.03
Library Gift	10,033.86
Mining Claim Map	33,344.07
911 Surcharge	856,653.06
Animal Control Donations	182,498.63
Road	1,446,833.52
R T C	19,631,146.42
Road Improvement	962,313.68
Opioid Settlement	1,213,208.68
General Indigent	1,076,839.22
Medical Indigent	1,575,370.48
Senior Services	1,012,259.53
Senior Services Donations	234,317.08
Capital Improvements	26,336,991.51
Subtotal Governmental Funds	**74,572,282.38**
Enterprise Funds	
Dayton Water Utility	20,547,481.87
Dayton Sewer Utility	22,170,808.25
Subtotal Enterprise Funds	**42,718,290.12**
Component Unit Funds	
Mason Valley Mosquito Control District	1,079,168.18
Central Lyon County Vector Control District	794,156.58
Walker River Weed Control District	385,074.06
Silver Springs General Improvement District	5,727,572.31
Willowcreek General Improvement District	1,144,366.35
Subtotal Component Unit Funds	**9,130,337.48**
Total Lyon County	**126,420,909.98**

CUSTODIAL FUNDS	BALANCE
DNA Testing	2,459.45
Western Nevada Regional Youth Center	1,800,072.62
Mason Valley Swimming Pool District	4,101,630.04
Silver Springs/Stagecoach Hospital	2,414,231.38
Fernley Swimming Pool District	2,808,853.53
City of Fernley	16,032.35
Mason Valley Fire Protection District	
General Fund	2,200,980.29
Ambulance Fund	2,034,415.49
Acquisition Fund	484,103.44
Emergency Fund	18,402.56
North Lyon County Fire Protection District	31,826.38
Smith Valley Fire Protection District	
General Fund	520,808.65
Emergency Fund	431,413.78
Acquisition Fund	1,717,480.01
Stagecoach General Improvement District	8,251.91
South Lyon Hospital District	2,979,617.18
State of Nevada	558,028.43
City of Yerington	1,481.06
Fish and Game	6,407.94
Walker River Irrigation District	1,453.05
Range Improvement	446.45
Lyon County Bond	651,766.58
Coroner Estate Proceeds	5,650.08
County Trust Property & Inmate Trust	1,017,730.81
Social Security Payees/Public Guardianships	513,707.51
Central Lyon County Fire Protection District	
General Fund	102,129.77
Ambulance Fund	1,542.41
Carson Water Sub-Conservancy District	11,849.11
Dayton Valley Ground Water	534.37
Smith Valley Artesia	1,068.33
Mason Valley Artesia	398.63
Churchill Valley Ground Water	475.46
Truckee Carson Irrigation District	4,054.59
Brady Hot Springs Ground Water	-
Fernley Ground Water	151.13
East Walker Area Ground Water	-
Lyon County School District	
General Fund	318,222.49
Debt Service Fund	42,888.25
Total Custodial Funds	**24,810,565.51**

SUMMARY	
Lyon County	126,420,909.98
Custodial Funds	24,810,565.51
Unallocated Cash	
Unapportioned Purchase Cards	-
Unapportioned Interest	-
TOTAL	**151,231,475.49**

BANK ACCOUNTS AND PETTY CASH	
Wells Fargo Bank Checking	22,023,363.75
US Bank Investment	85,133,822.41
Local Government Investment Pool	44,054,875.03
Inmate Trust	10,664.30
Fernley Swimming Pool Imprest	300.00
Dayton Utilities Imprest	500.00
Silver Springs GID Imprest	500.00
Petty Cash	7,450.00
TOTAL	**151,231,475.49**

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
11.b

Subject:
For Possible Action: Approve the changes on Assessor's tax roll due to correction in assessments and review of tax roll changes.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve the changes on Assessor's tax roll due to correction in assessments and review of tax roll changes.

ATTACHMENTS
- Secured Factual Corrections
- Unsecured Factual Corrections

LYON COUNTY

Meeting: 7/16/2026

The Assessor's Office deems the following Secured Property accounts to be factual corrections:

Acct #	Name/Owner	Reason for Deletion	Tax Dist.	Tax. Year.	Tax Amount
001-341-05	MACFARLANE, JOHN & KAYLA	APPLY 3% TAX CAP REFUND	1.0	25/26	($45.76)
019-850-08	SACKETT, KODY ET AL	APPLY 3% TAX CAP REFUND	8.4	25/26	($87.47)
020-721-07	LEIGH, VICKI L	APPLY 3% TAX CAP REFUND	6.0	25/26	($75.26)
020-881-03	DUNMORE, DENISE ET AL	APPLY 3% TAX CAP REFUND	6.0	25/26	($86.96)
022-492-14	DOYLE, PATRICK	APPLY 3% TAX CAP REFUND	6.0	25/26	($81.24)
020-535-03	SIEBECKER, BRADLEY & TRACY	APPLY 3% TAX CAP REFUND	6.0	25/26	($137.11)
020-122-02	WILLIAMS, LAURA & SAVANNAH	APPLY 3% TAX CAP REFUND	6.0	25/26	($57.16)
022-212-07	CHAPMAN, SHANE & JANIE	APPLY 3% TAX CAP REFUND	6.0	25/26	($213.06)
016-184-05	FREDRICKSON, CHARLES ET AL	REMOVE SECURED MH, NOT LIVABLE REFUND	8.7	23/24	($61.41)
016-184-05	FREDRICKSON, CHARLES ET AL	REMOVE SECURED MH, NOT LIVABLE REFUND	8.7	24/25	($76.34)
TOTAL:					**($921.77)**

LYON COUNTY

Meeting:
7/16/2026

The Assessor's Office deems the following Unsecured Property accounts to be factual corrections:

Acct #	Name/Owner	Reason for Deletion	Dist.	Year.	Amount
MH004310	SHIPMAN, WILLIAM	REMOVE BUNKHOUSE, BILLED ON RP	8.4	23/24	$34.78
MH004310	SHIPMAN, WILLIAM	REMOVE BUNKHOUSE, BILLED ON RP	8.4	24/25	$38.78
MH004310	SHIPMAN, WILLIAM	REMOVE BUNKHOUSE, BILLED ON RP	8.4	25/26	$36.09
MH006311	CHELLY, BURL ET AL	MH NOT LIVABLE	8.7	25/26	$64.68
TOTAL:					**$174.33**

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
11.c

Subject:
For Possible Action: Approve the July 2, 2026 minutes.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
11.d

Subject:
For Possible Action: Accept a grant award from the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for the FY27 Forensic Assessment Services Triage Team (FASTT) program, in the amount of $103,588.

Summary:
This is the FY27 annual grant funding supports the FASTT multidisciplinary team in providing in-reach case management and comprehensive services to incarcerated individuals. Services include risk and needs screening and assessments, educational groups, behavioral health and medical referrals, and individualized reentry service planning. The program aims to enhance community safety by increasing engagement in treatment, improving participants' quality of life, and reducing the risk of reoffending among individuals involved in the criminal justice system.

Financial Department Comments:
There is no match requirement.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- FY27 Forensic Assessment Services Triage Team Notice of Subaward

State of Nevada
Department of Human Services
Division of Public & Behavioral Health
(Hereinafter referred to as the Department)

Agency Ref, #: SG-2027-00100
Budget Account: 3170, 3255

NOTICE OF SUBAWARD

Program Name: Alcohol Tax Program Office of Behavioral Health Wellness and Prevention Denise Davidson / d.davidson@health.nv.gov	**Subrecipient's Name:** Lyon County Human Services, FASTT/MOST Program Rhiannon Baker / rbaker@lyon-county.org
Address: 4150 Technology Way Carson City, Nevada 89706	**Address:** 27 S Main St Yerington, Nevada, 89447
Subaward Period: 2026-07-01 through 2027-06-30	**Subrecipient's:** **EIN:** 88-6000097 **Vendor #:** T40156600A **UEI #:** UT4JJJ9N6L69

Purpose of Award: Lyon County Forensic Assessment Services Triage Team(FASTT) plan to use evidence-based practices focused on criminogenic risks and behaviors, the program expects to reduce recidivism rates. This will lead to improved rehabilitation outcomes and greater public safety.

Region(s) to be served: ☐ Statewide ☑ Specific county or counties: Lyon County

Approved Budget Categories	
1. Personnel	$103,588.00
2. Travel	$0.00
3. Operating	$0.00
4. Equipment	$0.00
5. Contractual/Consultant	$0.00
6. Training	$0.00
7. Other	$0.00
TOTAL DIRECT COSTS	$103,588.00
8. Indirect Costs	$0.00
TOTAL APPROVED BUDGET	$103,588.00

Terms and Conditions:
In accepting these grant funds, it is understood that:
1. This award is subject to the availability of appropriated funds.
2. Expenditures must comply with any statutory guidelines, the DHS Grant Instructions and Requirements, and the State Administrative Manual.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
4. Subrecipient must comply with all applicable Federal regulations.
5. Quarterly progress reports are due by the 15th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents:

Section A: Grant Conditions and Assurances;
Section B: Descriptions of Services, Scope of Work and Deliverables;
Section C: Budget and Financial Reporting Requirements;
Section D: Request for Reimbursement;
Section E: Audit Information Request;
Section F: Current or Former State Employee Disclaimer
Section G: Business Associate Addendum
Section H: Matching Funds Agreement (optional: only if matching funds are required)

Name	Signature	Date
David Hockaday, Lyon County Commissioner		
Stephanie Cook , Bureau Chief		
for Andrea R. Rivers Administrator, DPBH		

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

Non-Federal Source Of Funds	% Funds	Amount	Budget Account	Category	GL	Function	Sub-Org
Other	100.00	$103,588.00	3255	14	8786	0010	N/A
Job Number: LIQUOR	**Description:** Liquor Tax						

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent entity.

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

3. The Department or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Subrecipient from its obligations under this Agreement.
    - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Subrecipient.

4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
    - The Department may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Subrecipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.
    - The Department may also amend the termination timeline of this agreement by up to 90 days, with the option to renew, where deemed essential, if additional time is required for a Ryan White Part B/AIDS Drug Assistance Program (RWPB/ADAP) client in the state to secure care with a provider. This timeline will be documented in writing and become part of the termination agreement.

Grant Assurances

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

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

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

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

4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.

5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

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

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

8. Compliance with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

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

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

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

13. An organization receiving grant funds through the Department of Human Services shall not use grant funds for any activity related to the following:
    - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
    - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation; or
        - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
    - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation;
        - The enactment or modification of any pending federal, state or local legislation; or
        - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity**, by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
    - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
    - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

14. An organization receiving grant funds through the Nevada Department of Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
    - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
    - Not specifically directed at:
        - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
        - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
        - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION B

Description of Services, Scope of Work and Deliverables

*In some instances, it may be helpful / useful to provide a brief summary of the project or its intent. This is at the discretion of the author of the subaward. This section should be written in complete sentences.

Lyon County Human Services, FASTT/MOST Program, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Lyon County Human Services, FASTT/MOST Program

Primary Goal: Please see attached SOW.

Objective	Activities	Due Date	Documentation Needed
1. Please see attached SOW.	Please see attached SOW.	06/30/2027	Please see attached SOW.

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

SCOPE OF WORK LYON COUNTY

FASTT SOW- SUPTRS

SG 2027-00100

FROM July 2026 TO June 2027

Template Date: 08/1/2025 Version: 1.0

Baseline Narrative:	*Many justice-involved individuals reoffend because their core needs, like substance use, education, and employment, are not fully addressed. There is a need for consistent use of evidence-based practices that target the specific risks and behaviors that lead to reoffending to improve public safety.*
Expected Outcomes:	*By using evidence-based practices focused on criminogenic risks and behaviors, the program expects to reduce recidivism rates. This will lead to improved rehabilitation outcomes and greater public safety.*
Goal 1: ***Responsible person(s)***	*To increase public safety by reducing recidivism through the utilization of evidence-based practices aligned with the criminogenic risk and behavior needs framework.*

Objective	****BBHWP Sub-Strategy #***	***Activities***	***Outputs***	***Timeline Begin / Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
1a: Screen at least 90% of the individuals connected to FASTT for their criminogenic risk level, using an evidence based ORAS CSST screening tool. 1b: Using the evidence-based Community Supervision Tool (CST), assess at	4.3	1a: Using an ORAS screening tool, FASTT staff will screen individuals who have been referred to the program. 1b: Using the CST, FASTT staff will assess participants. 1c: Case managers will provide case	1a: Completed ORAS-CSST screenings with documented criminogenic risk levels in electronic client files. 1b: Completed CST assessments with assessment results documented in electronic client records. 1c: Number of participants with	July 1, 2026 – June 30, 2027	Moderate to very high-risk justice-involved individuals.	1a: Percentage of individuals screened using the ORAS-CSST 1b: Percentage of high-risk individuals assessed using CST 1c: Percentage of participants with completed transition plans and number of service referrals	Submitted quarterly reports.

least 30% of the individuals who score high-risk to reoffend on the CSST. 1c: Based on the CST assessment, provide case management services for at least 90% of the eligible individuals who score moderate to very high risk to re-offend. 1d: Provide standardized, evidence-based curricula-based intervention groups each week that target the majority of the participants' criminogenic needs, as determined by the CST criminogenic domains.		management services to include, the development of an individualized transition plan, service referrals, progress monitoring, and transition plan updates to address criminogenic needs and reentry goals. 1d: Staff will be trained on and facilitate standardized, evidence-based curricula intervention groups.	completed transition plans, service referrals made, and documented progress and plan updates. 1d: Number of participants attending each intervention group			made. 1d: Number of intervention groups conducted weekly and number of participants attending each group	

Baseline Narrative:	*Many justice-involved individuals reoffend because their core needs, like substance use, education, and employment, are not fully addressed. There is a need for consistent use of evidence-based practices that target the specific risks and behaviors that lead to reoffending to improve public safety.*
Expected Outcomes:	*By using evidence-based practices focused on criminogenic risks and behaviors, the program expects to reduce recidivism rates. This will lead to improved rehabilitation outcomes and greater public safety.*
Goal 2: ***Responsible person(s)***	*To ensure individuals connected to FASTT, who are identified to have mental health needs are referred to mental health services.*

Objective	****BBHWP Sub-Strategy #***	***Activities***	***Outputs***	***Timeline Begin / Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
At least 90% of all FASTT referrals will be screened for mental health indicators using the Brief Jail Mental Health Screen (BJMH) Screen and Columbia Suicide Severity Rating Scale.	4.3	Using the Brief Jail Mental Health (BJMH) Screening and Columbia Suicide Severity Rating Scale FASTT staff will screen individuals who have been referred to the program.	1a: Completed BJMH screening will be documented in electronic client files.	July 1, 2026 – June 30, 2027	Moderate to very high-risk justice-involved individuals.	1a: Percentage of individuals screened using the BJMH.	Submitted quarterly reports.

Goal 3: ***Responsible person(s)***	*Provide Nevada 988 and Crisis Response education to Behavioral Health providers across Nevada and embed standardized crisis response training and Nevada 988 resource delivery into routine behavioral health services.*

Objective	****BBHWP Sub-Strategy #***	***Activities***	***Outputs***	***Timeline Begin / Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***

1. Enhance the Crisis Response System by integrating Nevada 988 resources into all client-facing services and ensure 100% of staff are equipped to utilize and promote Nevada 988.	6.3.2	1.1 Procure, print, or digitally adapt existing resource materials to include official Nevada 988 materials (i.e. wallet cards, brochures, posters etc.) that are available in both English and Spanish.	1.1 Nevada 988 promotional materials successfully integrated into all standard onboarding/resource packets.	1.1 July 1, 2026-June 30, 2027	1.1 Individuals receiving behavioral health services.	1.1 Number of Nevada 988 materials procured/printed/distributed; percentage available in both English and Spanish.	1.1 Inventory logs, distribution tracking sheets, screenshots of digital materials; monthly/quarterly reports
		1.2 Embed Nevada 988 materials into all standard client touchpoints, including intake packets, program orientation sessions, discharge/transition plans, and community outreach materials, etc.	1.2 100% of clients enrolled in a [behavioral health program] receiving physical and/or digital Nevada 988 materials.	1.2 Ongoing, throughout the award period.	1.2 Individuals receiving behavioral health services.	1.2 Percentage of individuals who received materials that include Nevada 988 as a resource. (Target: 100%)	1.2 Client file audits, intake packet reviews, outreach material reviews, monthly/quarterly reports,
		1.3 Establish internal policies and procedures to require 988 orientation training to all active and onboarding staff covering how the lifeline operates, text/chat options, and	1.3 100% of grant funded staff complete 988 awareness/protocol training.	1.3 Ongoing, throughout the award period. Existing staff to be trained within 60 days of grant start. New	1.3 Subawardee staff	1.3 Percent of staff with documented completion of 988 training (Target: 100%)	1.3 Training attendance logs, signed policy acknowledgements, training rosters, certificates, Monthly/quarterly reports.

		appropriate protocols		staff to be trained with 60 days of hire.			

Quarterly Progress Report /Technical Assistance Due Dates:
Quarterly Report Q1: October 15, 2026
Quarterly Report Q2: January 15, 2026
Quarterly Report Q3: April 15, 2026
Quarterly Report Q4: July 15, 2027

*BBHWP Sub-Strategy number is linked to the 2025-2030 BBHWP Strategic Plan, released September 2025.

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Human Services through Grant # from . Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number from .

Subrecipient agrees to adhere to the following budget:

Total Personnel Costs	including fringe					**Total:**	$103,588.00
Employee	Annual Salary	Fringe Rate	% of Time	Months	Annual % of Months worked	Amount Requested	Subject to Indirect? Fringe Salary
Rhiannon Baker Adult Services Division Manager Position Control Number 60001	$94,784.00	42.00%	10.00%	12.00	100.00%	$13,459.33	☐ ☐
Apply and adhere to Lyon County Human Services (LCHS) policies and procedures; facilitate educational groups in the jail; receive and respond to referrals for FASTT; conduct person-centered intakes; identify barriers and need with clients; provide information and referral services to clients; develop and provide clients with case plans; coordinate and monitor service delivery with clients and service providers; provide team members with regular updates regarding existing consumers; conduct additional field visits to consumers; implement community education and outreach plans; participate in case reviews and corresponding meetings; complete required reports; close cases as identified in policies and procedures; and ensure all referrals and required information is recorded in the designated data collection system. Provide program oversight.							
Sarah Smith Case Manager Position Control Number 61200	$53,648.00	68.00%	100.00%	12.00	100.00%	$90,128.64	☐ ☐
Apply and adhere to Lyon County Human Services (LCHS) policies and procedures; facilitate educational groups in the jail; receive and respond to referrals for FASTT; conduct person-centered intakes and evidence based assessments; identify barriers and need with clients; provide information and referral services to clients; develop and provide clients with transition plans; coordinates and monitors service delivery with clients and service providers; provide team members with regular updates regarding existing clients; conduct additional visits to clients; implement community education and outreach plans; participate in case reviews and corresponding meetings; complete required reports; close cases as identified in policies and procedures; and ensure all referrals and required information is recorded in the designated data collection system.							

In-State Travel	**Total:**	$0.00

Out of State Travel	OSMot Days	**Total:**	$0.00

Operating	**Total:**	$0.00

Equipment	**Total:**	$0.00

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

Contractual/Contractual and all Pass-thru Subawards	**Total:**	$0.00

Training	**Total:**	$0.00

Other				**Total:**	$0.00
				$0.00	☐
Justification:					

TOTAL DIRECT CHARGES	$103,588.00

Indirect Charges	Indirect Rate:	0.0%	$0.00
Indirect Methodology: No indirect requested			

TOTAL BUDGET	**$103,588**

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

Applicant Name: Lyon County Human Services, FASTT/MOST Program **Form 2**

PROPOSED BUDGET SUMMARY

A. **PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS**

FUNDING SOURCES	Alcohol Tax Program	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	$103,588.00								$103,588.00
EXPENSE CATEGORY									
Personnel	$103,588.00								$103,588.00
Travel	$0.00								$0.00
Operating	$0.00								$0.00
Equipment	$0.00								$0.00
Contractual/Consultant	$0.00								$0.00
Training	$0.00								$0.00
Other Expenses	$0.00								$0.00
Indirect	$0.00								$0.00
TOTAL EXPENSE	$103,588.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$103,588.00
These boxes should equal 0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
Total Indirect Cost	$0.00							Total Agency Budget	$103,588.00
								Percent of Subrecipient Budget	100.00%

B. Explain any items noted as pending:

C. Program Income Calculation:

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

- Department of Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

Note: If match funds are required, Section H: Matching Funds Agreement must accompany the subaward packet.

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 $103,588.00;
- 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;
  - The Subrecipient agrees to request reimbursement according to the schedule specified for the actual expenses incurred related to the Scope of Work during the subaward period. Requests for Reimbursement shall be submitted by the 15th of the month and provide adequate documentation to back up the request (e.g.., receipts, pay stubs, monthly ledger or profit & loss statement and bills).; 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.

The Department agrees:

- Identify specific items the program or Bureau 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 agrees to ensure that the program or Bureau provides monthly technical assistance to ensure the successful completion of this project. The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documents are submitted to and accepted by the Department.
- 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. Low Risk, will be monitored this year SFY 27
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION D
Request for Reimbursement

Program Name: Alcohol Tax Program	Subrecipient Name: Lyon County Human Services, FASTT/MOST Program
Address: 4150 Technology Way, Carson City, Nevada 89706	Address: 27 S Main St, Yerington, Nevada 89447
Subaward Period: 07/01/2026 - 06/30/2027	Subrecipient's: EIN: 88-6000097 Vendor #: T40156600A

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	$103,588.00	$0.00	$0.00	$0.00	$103,588.00	0.00%
2. Travel	$0.00	$0.00	$0.00	0.0000	$0.00	0.00%
3. Operating	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
4. Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
5. Contractual/Consultant	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
6. Training	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
7. Other	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
8. Indirect	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
Total	**$103,588.00**	**$0.00**	**$0.00**	**$0.00**	**$103,588.00**	**0.00%**

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Complete
						0.00%

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

Authorized Signature Title Date

FOR DEPARTMENT USE ONLY

Is program contact required? ☐ Yes ☐ No Contact Person

Reason for contact:

Fiscal review/approval date:

Scope of Work review/approval date:

ASO or Bureau Chief (as required):

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
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 30th
4. What is the official name of your organization?	Lyon, County of
5. How often is your organization audited?	Annually
6. When was your last audit performed?	November 2025
7. What time-period did your last audit cover?	- July 1, 2024 - June 30, 2025
8. Which accounting firm conducted your last audit?	Sciarani & Co

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
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 <u>not</u> receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

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

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

Name	Services

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

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Human Services

Hereinafter referred to as the "Covered Entity"

And

Lyon County Human Services, FASTT/MOST Program

Hereinafter referred to as the "Business Associate"

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

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

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

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

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

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

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
3. **CFR** stands for the Code of Federal Regulations.
4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
5. **Covered Entity** shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the

individual. Refer to 45 CFR 160.103.

13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and 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 subaward cover page of this packet.

Section H is not applicable for this Subaward

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
11.e

Subject:
For Possible Action: Accept a grant award from the Nevada Department of Health and Human Services, Director's Office, for FY27, in the amount of $38,933, with county match of $3,893, for the Family Resource Center (FRC).

Summary:
This is the annual grant renewal for the Family Resource Center funding. Lyon County Human Services Administrative Offices serve as the Family Resource Centers and connection point to resources and referrals in the community. By having administrative staff available, at-risk individuals in Lyon County communities have an access point to get application assistance, information, and referrals to meet the goals of the individuals and families we serve.

Financial Department Comments:
The match will be paid out of the existing budget in the General Indigent Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- FY27 DO 1753 Family Resource Center Notice of Subaward

State of Nevada
Department of Human Services
Director's Office
(hereinafter referred to as the Department)

Agency Ref. #: **DO 1753**
Budget Account: 3195
Category: 69
GL: 8511
Job Number: FRC

NOTICE OF SUBAWARD

Program Name: DHS, Grants Management Unit, Fund for a Healthy Nevada Family Resource Centers Nicole Martin, Program Manager, nimartin@dhs.nv.gov	**Subrecipient's Name:** Lyon County Human Services Shayla Holmes / sholmes@lyon-county.org
Address: 1000 N. Division St. Carson City, NV 89703	**Address:** 620 Lake Ave. Silver Springs, NV 89429
Subaward Period: July 1, 2026 through June 30, 2027	**Subrecipient's:** **EIN:** 88-000097 **Vendor #:** T40156600 AA **UEI #:** UT4JJJ9N6L69

Purpose of Award: Community members in need of social services will receive services or referrals to services from the County

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

Approved Budget Categories:	
1. Personnel	**$38,933.00**
2. Travel	**$0.00**
3. Operating	**$0.00**
4. Equipment	**$0.00**
5. Contractual/Consultant	**$0.00**
6. Training	**$0.00**
7. Other	**$0.00**
TOTAL DIRECT COSTS	**$38,933.00**
8. Indirect Costs	**$0.00**
TOTAL APPROVED BUDGET	**$38,933.00**

FEDERAL AWARD COMPUTATION:		
Total Obligated by this Action:	$	0.00
Cumulative Prior Awards this Budget Period:	$	0.00
Total Federal Funds Awarded to Date:	$	0.00
Match Required ☒ Y ☐ N		
Amount Required this Action:	$	3,893.00
Amount Required Prior Awards:	$	0.00
Total Match Amount Required:	$	0.00

Research and Development (R&D) ☐ Y ☒ N

FOR AGENCY USE, ONLY

Source of Funds:	**% Funds:**	**CFDA:**	**FAIN:**	**Federal Grant #:**	**Grant Award Date by Federal Agency:**
Fund for a Healthy Nevada (FHN)	100%	N/A	N/A	N/A	N/A

Agency Approved Indirect Rate: N/A

Subrecipient Approved Indirect Rate: N/A

Terms and Conditions:
In accepting these grant funds, it is understood that:
1. This award is subject to the availability of appropriate funds.
2. Expenditures must comply with any statutory guidelines, the DHS Grant Instructions and Requirements, and the State Administrative Manual.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented
4. Subrecipient must comply with all applicable Federal regulations
5. Quarterly progress reports are due by the **15th** of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.
7. Per NRS 232.359, subrecipients are required to add or update their agency profile to the Nevada 2-1-1 system and provide verification of enrollment, as applicable.

Incorporated Documents:
Section A: Grant Conditions and Assurances;
Section B: Description of Services, Scope of Work and Deliverables;
Section C: Budget and Financial Reporting Requirements;
Section D: Request for Reimbursement;
Section E: Audit Information Request;
Section F: Current/Former State Employee Disclaimer;
Section G: DHS Business Associate Addendum; and
Section H: Matching Funds Agreement

Name	Signature	Date
Scott Keller, Chairman Lyon County Board of Commissioners		
Danacamile Roscom, MSW, Social Services Chief DHS, Grants Management Unit		
For Laura Rich, Director Department of Human Services		

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent entity.

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

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

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

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

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

Grant Assurances

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

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

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

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

4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.

5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

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

7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend $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.**

8. Compliance with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. Certification that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

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

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

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

13. An organization receiving grant funds through the Department of Human Services shall not use grant funds for any activity related to the following:

    - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.

    - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.

    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation; or
        - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
    - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.

    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation;
        - The enactment or modification of any pending federal, state or local legislation; or
        - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity**, by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.

    - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

    - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

14. An organization receiving grant funds through the Department of Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

    - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and

    - Not specifically directed at:

        - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
        - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
        - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

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

15. **Protections for Whistleblowers**

- In accordance with 41 U.S.C. § 4712, subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to federal contract (including the competition for or negotiation of a contract) or grant.

- The list of persons and entities referenced in the paragraph above included the following: A member of Congress or a representative of a committee of Congress, an Inspector General, the Government Accountability Office, a treasury employee responsible for contract or grant oversight or management, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, or a management official or other employee of subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address mis-conduct.

- Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

16. To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD

SECTION B
Description of Services, Scope of Work and Deliverables

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

Scope of Work for: Lyon County Human Services

Goal 1: The Family Resource Center (FRC) has an active Family Resource Council/Board as required by NRS 430A.						
Objective	***Activities***	***Expected Outcomes***	***Timeline: Begin-Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
1.1 – The Family Resource Center (FRC) has and maintains an active Family Resource Center Council/ Board.	1.1.1 – The Council/Board meets at least twice a year 1.1.2 – The Council/Board approves all needed FRC documents including (but not limited to) Action/ Outreach Plan	The Council/Board conducts all meetings in accordance with NRS 241 – Meetings of State and Local Agencies (Open Meeting Law) The Council/Board approves all documents needed to maintain FRC operations and compliance.	July 1, 2026 through June 30, 2027	FRC Council/Board Members	Completed Quarterly Progress Template, submitted quarterly Completed Metrics Addendum Template, submitted quarterly Council/Board Meeting Agendas (available to the public) Council/Board Meeting Minutes (available to the public)	Quarterly Progress Updates and Metrics Addendum (broken down by month) submitted on: • Q1: October 15th for July – Sept. • Q2: January 15th for Oct. – Dec. • Q3: April 15th for January – March • Q4: July 15th for April – June Copies of Council/Board Agendas and Meeting Minutes Copy of Council/Board Rules adopted for management and government
Goal 2: The Family Resource Center (FRC) submits an Action/Outreach Plan to the Director's Office – Grants Management Unit as required by NRS 430A.						
Objective	***Activities***	***Expected Outcomes***	***Timeline: Begin-Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
2.1 – The Family Resource Center (FRC) has and submits an Action/ Outreach Plan.	2.1.1 - Annual Action/ Outreach Plan is developed by the Council/Board with input from Council members, local	The Action/Outreach Plan is approved by the Council/Board The Action/Outreach Plan is provided to the State by April 30th	July 1, 2026 through June 30, 2027	FRC Council/Board Members FRC Management Staff	Approved Action/ Outreach Plan	Approved and completed Action/Outreach Plan submitted by April 30th Copy of Council/ Board Agenda and Minutes

	officials, and state officials	for the upcoming State Fiscal Year				showing that it was approved

Goal 3: The Family Resource Center provides all clients with resources, referrals, and/or comprehensive case management services.						
Objective	***Activities***	***Expected Outcomes***	***Timeline: Begin-Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
3.1 – The Family Resource Center (FRC) provides clients with resources, referrals, and/or comprehensive case management services.	3.1.1 – FRC Case Managers will provide clients with resources 3.1.2 – FRC Case Managers will provide clients with referrals 3.1.3 – FRC Case Managers will provide clients with case management services	100% of clients needing services offered by the FRC will be provided with appropriate resources to meet their needs 100% of clients needing referrals will be provided with appropriate referrals to meet their needs 100% of clients will complete a Welcome Form to determine needs 100% of clients will utilize the Family Goal Worksheet to determine goals	July 1, 2026 through June 30, 2027	Clients within the FRC's designated primary and secondary service areas Clients outside the FRC's designated primary and secondary service areas if needed service(s) are not provided by the FRC within their service area	Completed Quarterly Progress Template, submitted quarterly Completed Metrics Addendum Template, submitted quarterly Copies of all forms and templates utilized for FRC client case management services (providing resources and referrals)	Quarterly Progress Updates and Metrics Addendum (broken down by month) submitted on: • Q1: October 15th for July – Sept. • Q2: January 15th for Oct. – Dec. • Q3: April 15th for January – March • Q4: July 15th for April – June Copy of FRC Welcome Form (blank) Copy of Client Agreement Form (blank) Copy Family Assessment Tool (blank) Copy of Cash Management Worksheet (blank) Copy of Family Goal Worksheet (blank)

Goal 4: The Family Resource Center maintains policies and procedures for staff.						
Objective	***Activities***	***Expected Outcomes***	***Timeline: Begin-Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
4.1 – The Family Resource Center (FRC) maintains internal policies and procedures to run their organization effectively and keep its employees safe, trained, and knowledgeable.	4.1.1 – FRC will have a Policy and Procedures Handbook 4.1.2 – FRC will have an Employee Handbook 4.1.3 – All FRC staff will complete a training on Recognizing and Reporting Child Abuse and Neglect	100% of FRC staff know the organization's policies and procedures and where to locate them 100% of FRC staff complete training on Recognizing and Reporting Child Abuse and Neglect upon hire and then refresher training every two (2) years thereafter	July 1, 2026 through June 30, 2027	FRC Fiscal and Management Staff FRC Case Managers	Copy of FRC Policy and Procedure Handbook Copy of Employee Handbook Copies of Training Certificates	Copy of FRC Policies and Procedures submitted by August 15th Copy of Employee Handbook submitted by August 15th Copies of training certificates for employees showing they've taken training on Recognizing and Reporting Child Abuse and Neglect
Goal 5: The Family Resource Center (FRC) ensures proper fiscal grant management.						
Objective	***Activities***	***Expected Outcomes***	***Timeline: Begin-Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
5.1 – The Family Resource Center (FRC) ensures proper fiscal grant management by following Generally Accepted Accounting Principles (GAAP), their Cost Allocation Plan, timely requests for payment, and maintaining client records in accordance with the State's Record Retention Policy	5.1.1 – GAAP is followed by fiscal and management staff 5.1.2 – FRC's Cost Allocation Plan is followed by fiscal and management staff 5.1.3 – Both digital and hard copy records are retained in compliance with record retention policy	Generally Accepted Accounting Principles (GAAP) are followed The FRC follows their Cost Allocation Plan FRC records are maintained for a minimum of three (3) years	July 1, 2026 through June 30, 2027	FRC Fiscal and Management Staff	GAAP is followed Cost Allocation Plan is followed Digital and Hard Copy client records are retained for three (3) years Timely RFRs are submitted to the State	Copy of Cost Allocation Plan submitted by August 15th Copy of Accounting Policy and Procedure Manual submitted by August 15th RFRs are submitted monthly with all backup documentation no later than the 15th of each month for the prior month's expenditures

	5.1.4 – Monthly Requests for Reimbursement (RFRs) are submitted timely					
5.2 – The Family Resource Center maintains client confidentiality	5.2.1 – The FRC maintains client confidentiality by having a private space for client intake and case management services 5.2.2 – Any hard copies of client files are maintained in a locked cabinet or storage facility 6.2.3 – Release of Information Form is provided to clients	Client confidentiality is maintained from initial client intake throughout the entirety of their case management services All hard copies of client files are properly secured All digital client files are properly secured Clients sign the Release of Information Form	July 1, 2026 through June 30, 2027	FRC Fiscal and Management Staff	Client Records (both digital and hard copies) are properly secured Client's confidentiality is maintained	Copy of Release of Information Client records going back at least three (3) years
Goal 6: Each client will have a Service Plan based on an assessment of client needs.						
Objective	***Activities***	***Expected Outcomes***	***Timeline: Begin-Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
6.1 – Each client will have an electronic case file with a Service Plan included.	6.1.1 – Clients will self-determine the goals that will inform the Service Plan.	All clients requesting services will be connected with the needed service	July 1, 2026 through June 30, 2027	Lyon County residents.	85% of clients will have a Service Plan created.	Service Plan Quarterly Progress Updates and Metrics Addendum (broken down by month) submitted on: • Q1: October 15th for July – Sept. • Q2: January 15th for Oct. – Dec. • Q3: April 15th for January – March • Q4: July 15th for April – June

Goal 7: Each client will self-determine goals stated on the Family Goal Worksheet.						
Objective	***Activities***	***Expected Outcomes***	***Timeline: Begin-Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
7.1 – Clients will achieve a minimum of one goal as stated on their Service Plan.	7.1.1 – Clients seeking assistance with connecting to services through LCHS will be connected by completing the Service Plan Worksheet 7.1.2 – Office Assistants will assist with connection to services and data entry	Clients seeking services will be connected with the needed service.	July 1, 2026 through June 30, 2027	Lyon County residents.	75% of clients will achieve a goal on the Service Plan.	Service Plan. OCPG approved reporting forms. Quarterly Progress Updates and Metrics Addendum (broken down by month) submitted on: • Q1: October 15th for July – Sept. • Q2: January 15th for Oct. – Dec. • Q3: April 15th for January – March • Q4: July 15th for April – June
Goal 8: LCHS will have applications and contact information available for local community resources.						
Objective	***Activities***	***Expected Outcomes***	***Timeline: Begin-Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
8.1. – LCHS Office Assistants will be aware of local services.	8.1.1 – Office Assistants will reach out to local community programs and obtain applications for those that use them.	8.1. Clients seeking services will be connected with the needed service.	July 1, 2026 through June 30, 2027	Lyon County residents.	75% of clients will be referred to community resource (including internal programs)	Service Plan. OCPG approved reporting forms. Quarterly Progress Updates and Metrics Addendum (broken down by month) submitted on: • Q1: October 15th for July – Sept. • Q2: January 15th for Oct. – Dec.

						• Q3: April 15th for January – March • Q4: July 15th for April – June

Quarterly Progress Updates with the Family Resource Center Reporting Metrics (and supplemental documentation) are due to the Director's Office – Grants Management Unit via email (gmu@dhs.nv.gov) and to the current FRC Program Manager by the following deadlines:

- Quarter 1 (07/01/2026 – 09/30/2026): Due by October 15th
- Quarter 2 (10/01/2026 – 12/31/2026): Due by January 15th
- Quarter 3 (01/01/2027 – 03/31/2027): Due by April 15th
- Quarter 4 (04/01/2027 – 06/30/2027): Due by July 15th

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD

SECTION C

Budget and Financial Reporting Requirements

Applicant Name: Lyon County **FY27**

BUDGET NARRATIVE
(Form Revised July 2025)
USE FORMULAS FOR ALL TOTALS

Total Personnel Costs	including fringe	**Total:**	**$ 38,933**

-

	Annual Salary	Fringe Rate	% of Time	Months	Percent of Annual	Amount Requested
Candis Rogers, Office Assistant Position Control Number 11703	$56,555	66.00%	13.00%	12	100.00%	$12,205

Provides intake, triage, application assistance, and referral services to the Human Services direct service divisions; the respective divisions will stabilize families with case management services.

	Annual Salary	Fringe Rate	% of Time	Months	Percent of Annual	Amount Requested
Rosemary Cervi, Office Assistant Position Control Number 11728	$39,874	78.00%	13.00%	12	100.00%	$9,227

Provides intake, triage, application assistance, and referral services to the Human Services direct service divisions; the respective divisions will stabilize families with case management services.

	Annual Salary	Fringe Rate	% of Time	Months	Percent of Annual	Amount Requested
Rachel Lavagnino, Office Assistant Position Control Number 11729	$47,628	54.00%	12.249%	12	100.00%	$8,984

Provides intake, triage, application assistance, and referral services to the Human Services direct service divisions; the respective divisions will stabilize families with case management services.

	Annual Salary	Fringe Rate	% of Time	Months	Percent of Annual	Amount Requested
TBD, Office Assistant, New Position Position Control Number "Unknown"	$39,874	78.00%	12.00%	12	100.00%	$8,517

Provides intake, triage, application assistance, and referral services to the Human Services direct service divisions; the respective divisions will stabilize families with case management services.

Total Fringe Cost	**$15,778**	**Total Salary Cost:**	**$23,155**
Total Budgeted FTE	0.50		
Travel		**Total:**	**$0**
Operating		**Total:**	**$0**
Equipment		**Total:**	**$0**
Contractual		**Total:**	**$0**
Training		**Total:**	**$0**
Other		**Total:**	**$0**
TOTAL DIRECT CHARGES			**$38,933**
Indirect Charges		**Indirect Rate:** **0.00%**	**$0**

Indirect Methodology: The subrecipient opts for 0% indirect cost rate, which is less than the allowed 8% maximum for Fund for a Healthy Nevada subawards in accordance with NRS 439.630(1)(k), in order to maximize direct expenditures.

TOTAL BUDGET	**Total:**	**$38,933**

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD

Applicant Name: Lyon County Human Services **Form 2**

PROPOSED BUDGET SUMMARY
(Form Revised January 2025)

A. PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERIDE - SEE INSTRUCTIONS

FUNDING SOURCES	***Funding Source***	County	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED		Secured							
ENTER TOTAL REQUEST	$38,933	$284,730							$323,663
EXPENSE CATEGORY									
Personnel	$38,933	$284,730							$323,663
Travel	$0								$0
Operating	$0								$0
Equipment	$0								$0
Contractual/Consultant	$0								$0
Training	$0								$0
Other Expenses	$0								$0
Indirect	$0								$0
TOTAL EXPENSE	$38,933	$284,730	$0	$0	$0	$0	$0	$0	$323,663
These boxes should equal 0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Total Indirect Cost	$0

Total Agency Budget	$323,663
Percent of Subrecipient Budget	12%

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD

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

- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.

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

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

- Total reimbursement through this subaward will not exceed $38,933.00.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

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

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD
SECTION D

Agency Ref. #: **DO 1753**
Budget Account: 3195
GL: 8511
Draw #:

Request for Reimbursement

Program Name:	**Subrecipient Name:** **Lyon County Human Services**
Address:	**Address:**
Subaward Period:	**Subrecipient's:** **EIN:** **Vendor #:**

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	$0.00	$0.00	$0.00	$0.00	$0.00	-
2. Travel	$0.00	$0.00	$0.00	$0.00	$0.00	-
3. Operating	$0.00	$0.00	$0.00	$0.00	$0.00	-
4. Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	-
5. Contractual/Consultant	$0.00	$0.00	$0.00	$0.00	$0.00	-
6. Training	$0.00	$0.00	$0.00	$0.00	$0.00	-
7. Other	$0.00	$0.00	$0.00	$0.00	$0.00	-
8. Indirect	$0.00	$0.00	$0.00	$0.00	$0.00	-
Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	-

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

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

Authorized Signature Title Date

FOR Department USE ONLY

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

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

ASO or Bureau Chief (as required): _____ _____

Date

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
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 30th

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

5. How often is your organization audited? Annually

6. When was your last audit performed? November 2025

7. What time-period did your last audit cover? July 1, 2024 - June 30, 2025

8. Which accounting firm conducted your last audit? Sciarani & Co.

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
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 **and** is receiving PERS, 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 <u>not</u> 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 of Previous Employee	Services Performed for Award	Collecting PERS? (Yes/No)	If Yes, indicate the end date of state service

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

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD
SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Human Services

Hereinafter referred to as the "Covered Entity"

and

Lyon County Human Services

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 Human Services (the "HIPAA Regulations") and other applicable laws.

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

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

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

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

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

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
3. **CFR** stands for the Code of Federal Regulations.
4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
5. **Covered Entity** shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.

16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and 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 Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost

to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.

12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

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

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

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

IV. OBLIGATIONS OF COVERED ENTITY

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

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

V. TERM AND TERMINATION

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

VI. MISCELLANEOUS

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

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD

SECTION H

Matching Funds Agreement

This Matching Funds Agreement is entered into between the Nevada Department of Human Services (referred to as "Department") and Lyon County Human Services (referred to as "Subrecipient").

Program Name	DHS Directors Office Grants Management Unit	**Subrecipient Name**	Lyon County Human Services
Federal Grant Number	N/A	**Subaward Number**	DO 1753
Federal Amount	N/A	**Contact Name**	Shayla Holmes
Non-Federal (Match) Amount	$3,893.00	**Address**	620 Lake Ave. Silver Springs, NV 89429
Total Award	$38,933.00		
Performance Period	July 1, 2026 – June 30, 2027		

Under the terms and conditions of this Agreement, the Subrecipient agrees to complete the Project as described in the Description of Services, Scope of Work and Deliverables. Non-Federal (Match) funding is required to be documented and submitted with the Monthly Financial Status and Request for Funds Request and will be verified during subrecipient monitoring.

FINANCIAL SUMMARY FOR MATCHING FUNDS

Total Amount Awarded **$38,933.00**
Required Match Percentage **10%**
Total Required Match **$3,893.00**

Approved Budget Category			Budgeted Match
1	Personnel	$	3,893.00
2	Travel	$	
3	Operating	$	
4	Contract/Consultant	$	
5	Supplies	$	
6	Training	$	
7	Other	$	
8	Indirect Costs	$	
	Total	$	3,893.00

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

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
11.f

Subject:
For Possible Action: Accept a grant award from the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for FY27 Mobile Outreach Safety Team (MOST) programs, in the amount of $200,090.

Summary:
Annual grant funds to provide for MOST staffing and training. MOST is a jail and hospital diversion program where public safety personnel, behavioral health clinician, and case managers work in collaboration to address the behavioral health needs of people involved in, or at risk of involvement in, the criminal justice system. The MOST program is designed to divert individuals experiencing behavioral health issues and other crises, away from criminal justice systems and emergency rooms, and into appropriate community-based services and supports.

Financial Department Comments:
There is not a match requirement.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- FY27 Mobile Outreach Safety Team Notice of Subaward

State of Nevada
Department of Human Services
Division of Public & Behavioral Health
(Hereinafter referred to as the Department)

Agency Ref, #: SG-2027-00035
Budget Account: 3170, 3255

NOTICE OF SUBAWARD

Program Name: Alcohol Tax Program Office of Behavioral Health Wellness and Prevention Amber Allen / a.allen@health.nv.gov	**Subrecipient's Name:** Lyon County Human Services Shayla Holmes / sholmes@lyon-county.org
Address: 4150 Technology Way Carson City, Nevada 89706	**Address:** 620 Lake Ave Silver Springs, Nevada, 89429-9038
Subaward Period: Upon Approval through 2027-06-30	**Subrecipient's:** **EIN:** 88-6000097 **Vendor #:** T40156600AA **UEI #:** UT4JJJ9N6L69
Purpose of Award: To prioritize early and voluntary interventions to divert individuals from the criminal justice system, reduce emergency room utilization, and de-escalate behavioral health crises safely and effectively	
Region(s) to be served: ☐ Statewide ☑ Specific county or counties: Lyon County	

Approved Budget Categories	
1. Personnel	$157,268.00
2. Travel	$0.00
3. Operating	$0.00
4. Equipment	$0.00
5. Contractual/Consultant	$42,822.00
6. Training	$0.00
7. Other	$0.00
TOTAL DIRECT COSTS	$200,090.00
8. Indirect Costs	$0.00
TOTAL APPROVED BUDGET	$200,090.00

Terms and Conditions:
In accepting these grant funds, it is understood that:
1. This award is subject to the availability of appropriated funds.
2. Expenditures must comply with any statutory guidelines, the DHS Grant Instructions and Requirements, and the State Administrative Manual.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
4. Subrecipient must comply with all applicable Federal regulations.
5. Quarterly progress reports are due by the 15th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents:

Section A: Grant Conditions and Assurances;
Section B: Descriptions of Services, Scope of Work and Deliverables;
Section C: Budget and Financial Reporting Requirements;
Section D: Request for Reimbursement;
Section E: Audit Information Request;
Section F: Current or Former State Employee Disclaimer
Section G: Business Associate Addendum
Section H: Matching Funds Agreement (optional: only if matching funds are required)

Name	Signature	Date
Shalya Holmes, Director of Human Services		
Stephanie Cook - Interim, Bureau Chief		
for Andrea R. Rivers Administrator, DPBH		

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

Non-Federal Source Of Funds	% Funds	Amount	Budget Account	Category	GL	Function	Sub-Org
Other	100.00	$200,090.00	3255	14	8786	N/A	N/A
Job Number: Liquor	**Description:** State Liquor Source						

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

Scope of work is an attached document shown below

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION B

Description of Services, Scope of Work and Deliverables

*In some instances, it may be helpful / useful to provide a brief summary of the project or its intent. This is at the discretion of the author of the subaward. This section should be written in complete sentences.

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

Scope of Work for Lyon County Human Services

Primary Goal: SOW attached

Objective	Activities	Due Date	Documentation Needed
1. SOW attached	SOW attached	06/30/2027	SOW attached

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

NEVADA DIVISION of PUBLIC and BEHAVIORAL HEALTH

LYON COUNTY HEALTH AND HUMAN SERVICES AND LYON COUNTY MOST SCOPE OF WORK PARTNER SCOPE OF WORK

NV DHS DPBH BUREAU OF BEHAVIORAL HEALTH, WELLNESS AND PREVENTION (BBHWP)

Crisis Response systems

BUREAU OF BEHAVIORAL HEALTH WELLNESS AND PREVENTION (BBHWP) AND LYON COUNTY HEALTH AND HUMAN SERVICES AND LYON COUNTY MOST

FROM UPON APPROVAL, TO JUNE 30, 2027

Template Date: 08/1/2025 Version: 1.0

Funding Amount:	$200,090

Baseline Narrative:	To prioritize early and voluntary interventions to divert individuals from the criminal justice system, reduce emergency department utilization, and de-escalate crises safely and effectively.
Expected Outcomes:	Expected outcomes include increase in protective factors, reduction of risk factors, and linkage to necessary services for long term success, diversion and deflection from future systemic involvement, reduced recidivism rates and decreased systemic and community cost.
Goal 1: ***Responsible person(s)***	To determine the level of risk present and determine the most appropriate response to include linkage to the appropriate level of care. Licensed Clinician, Behavioral health peace officer (BHPO), and Advanced Practice Registered Nurse. (APRN) as needed.

Objective	**BBHWP Sub-Strategy #*	*Activities*	*Outputs*	*Timeline Begin / Completion*	*Target Population*	*Evaluation Measure (indicator)*	*Evaluation Tool*

1.1 At least 85% of the new mobile outreach safety team (MOST) referrals received will be de-escalated, stabilized, or diverted from unnecessary admissions to the criminal justice system, emergency departments, and inpatient psychiatric facilities.	6.1.2	**1.1.** MOST (Licensed Clinical Social Worker, Psych APRN, & BHPO will triage, assess, and connect clients to the most appropriate community level of care and service needs to eradicate or reduce behavioral health crisis or other issues.	**1.1.1.** MOST will collaborate with the local FEP, ACT, CCBHC, CARE team, and community mental health and substance use providers, to assist with ensuring the clients are connected to the provider of choice and level of need.	Upon approval June 30, 2027	Lyon County residents age 18+ experiencing behavioral health issues and other crises	**1.1** Level of Care along with assessment of need is determined after initial contact. In cases that involve further involvement, such as hospitalizations, referral to MOST case management, or medication intervention through APRN, Level of care is reassessed continually to support de-escalation, stabilization, and discharge from MOST.	Quarterly report tracking will document MOST encounters. Monthly reports will be submitted prior to the scheduled technical assistance (TA) meeting.

Baseline Narrative:	To prioritize early and voluntary interventions to divert individuals from the criminal justice system, reduce emergency department utilization, and de-escalate crises safely and effectively.
Expected Outcomes:	Expected outcomes include increase in protective factors, reduction of risk factors, and linkage to necessary services for long term success, diversion and deflection from future systemic involvement, reduced recidivism rates and decreased systemic and community cost.
Goal 2:	Coordinate community resources and facilitate follow-up care and linkage to long-term supports.
Responsible person(s)	Licensed Clinician, BHPO, and APRN as needed

Objective	****BBHWP Sub-Strategy #***	***Activities***	***Outputs***	***Timeline Begin / Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
2. 1. 1 A minimum of 90% of individuals referred to the MOST Case Manager by the MOST LCSW will be connected to additional services to support individual living in the community.	6.1.1	**2.1.1.** MOST LCSW will refer MOST clients who have barriers preventing the client from independently connecting to community services and supports. **2.1.2**. The MOST Case Manager will meet with the client in person alongside the BHPO, independently with prior review and approval from the BHPO, or together with the BHPO and LCSW, depending on the client's acuity, to help increase access to services. **2.1.3.** MOST Case Manager will coordinate services with MOST clients, community service providers, hospital discharge planners, and approved family members to ensure successful	**2.1.1**. Referral to include Assessment of need and Level of Care **2.1.2**. Case Management Intake Form	Upon approval June 30, 2027	**2.1.1.** Lyon County residents age 18+ experiencing behavioral health issues and other crises.	**2.1.1.** Clinicians will document assessment of need and clinical recommendations and submit a referral for case management services. **2.1.2**. After meeting with the client, The Senior Case Manager will develop a person-centered service plan with intent to remove barriers and link to services.	Quarterly report tracking will document MOST encounters. Monthly reports will be submitted prior to the scheduled technical assistance (TA) meeting.

		connections and follow ups are conducted. **2.1.4** MOST Case Manager will promote and provide support to clients, and will refer them to the contracted Psychiatric APRN for evaluation, medication assessment, and initiation or adjustment of psychotropic medications as appropriate, to serve as a bridge to long-term supports. The APRN collaborates with the team to ensure that medically necessary psychiatric care is integrated into the crisis intervention model.	**2.1.3**. Signed Service Plan and documentation of progress. **2.1.4**. Psychiatric Assessment and documentation of medical intervention.			**2.1.3**. The MOST Senior Case Manager will work with the client to support achievement of goals outlined in the plan. The case manager will document all efforts and achievements as progress notes in the electronic health record. **2.1.4.** The MOST Senior Case Manager will utilize contracted psychiatric assistance with our provider for immediate need and bridge care until long-term supports are in place. The Senior Case Manager and Contract Psych APRN will document all efforts and service provision in the electronic record.	

Baseline Narrative:	To prioritize early and voluntary interventions to divert individuals from the criminal justice system, reduce emergency department utilization, and de-escalate crises safely and effectively
Expected Outcomes:	Expected outcomes include increase in protective factors, reduction of risk factors, and linkage to necessary services for long term success, diversion and deflection from future systemic involvement, reduced recidivism rates and decreased systemic and community cost.
Goal 3: ***Responsible person(s)***	*Increase community awareness and engagement with the MOST* Team *by educating community members and service providers about the program's purpose and role* Licensed Clinician, BHPO, and Clinical Supervisor, and APRN as needed

Objective	****BBHWP Sub-Strategy #***	***Activities***	***Outputs***	***Timeline Begin / Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
3.1. Community members and service providers will be aware of MOST purpose and role in the community and will increase referrals to the program.	6.2.1	**3.1.1.** MOST will participate in and promote at least four scheduled community events. **3.1.2**. MOST will provide program material to at least 10 community and service providers. **3.1.3.** MOST will promote the program, team, and behavioral health educational topics at least quarterly on social media. **3.1.4**. MOST to provide support with Mental Health Awareness month	Training sessions or briefings provided to referring partners about MOST's purpose and referral process.	Upon approval June 30, 2027	Lyon County residents age 18+ experiencing behavioral health issues and other crises	Number of new referral sources (e.g., schools, clinics, law enforcement agencies) added within the evaluation period	Quarterly report tracking will document MOST encounters. Monthly reports will be submitted prior to the scheduled technical assistance (TA) meeting.

		by providing community awareness trainings and by participating in in other planned activities/outreach					

Baseline Narrative:	To prioritize early and voluntary interventions to divert individuals from the criminal justice system, reduce emergency department utilization, and de-escalate crises safely and effectively.
Expected Outcomes:	Expected outcomes include increase in protective factors, reduction of risk factors, and linkage to necessary services for long term success, diversion and deflection from future systemic involvement, reduced recidivism rates and decreased systemic and community cost.
Goal : 5 ***Responsible person(s)***	**Goal 5** By June 30, 2027 Lyon County Human Services will develop and implement a sustainability plan to ensure continued operation of services beyond the subaward period. The plan will identify and pursue long-term funding strategies, including but not limited to pursuit of Medicaid enrollment, state and local funding opportunities.

Objective	****BBHWP Sub-Strategy #***	**Activities**	***Outputs***	***Timeline Begin / Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
4.1. Develop a written sustainability plan outlining long-term funding strategies timelines and responsibilities. **4.2.** Lyon County will actively partner with DPBH and the Nevada	4.3.3	**4.1.1** Draft a sustainability plan that details short-term and long-term funding strategies, responsible parties, and measurable milestones. **4.2.1** Lyon county will collaborate with NHA and DPBH to prepare for enrollment in the Medicaid Provider Type (PT) for Mobile Crisis once it is	**4. 1** Completed written sustainability plan that includes: **4.2.1** Identified long-term funding strategies and sources (e.g. Medicaid, state/local funding.	Upon approval June 30, 2027	Internal program leadership	Completion and approval of the Sustainability Plan. Action plan for PRSS Medicaid Provider Type (PT) enrollment, including timeline and responsibilities.	Sustainability plan documentation and approval records. Quarterly reports summarizing steps towards enrollment.

Health Authority (NHA), making all reasonable efforts to pursue Medicaid enrollment and billing for Mobile Crisis providing services under this grant.		established, supporting future reimbursement for eligible services and expanding access to sustainable funding sources. **4.2.1** Monitor the release of Nevada Medicaid policies, eligibility criteria, and documentation requirements related to Mobile Crisis provider Type enrollment. Coordinate with Medicaid representatives to seek clarification or technical guidance as appropriate. **4.2.3** Prepare and submit enrollment application(s) when ready.	**4.3.1** Collaboration records including meeting notes. **4.4.1** Summary reports including key policy updates. **4.5.1** Provider enrollment prepared and submitted to Nevada Medicaid to the best of Lyon County ability, contingent on the readiness of Lyon County, Mobile Crisis, and State Medicaid processes.				

Baseline Narrative:	To prioritize early and voluntary interventions to divert individuals from the criminal justice system, reduce emergency department utilization, and de-escalate crises safely and effectively.
Expected Outcomes:	Expected outcomes include increase in protective factors, reduction of risk factors, and linkage to necessary services for long term success, diversion and deflection from future systemic involvement, reduced recidivism rates and decreased systemic and community cost.
Goal : 6 Responsible person(s)	**Goal 6.** Lyon County will collaborate with DPBH, Carelon and the 988 Coalition to strengthen and enhance the local crisis continuum of care, ensuring coordinated, timely, and seamless behavioral health services. **Responsible person(s):** Lyon County public safety personnel, behavioral health clinician, and Lyon County Social Services case manager.

Objective	***BBHWP Sub-Strategy #***	***Activities***	***Outputs***	***Timeline Begin / Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
5.1.1 Actively and consistently participate in the 988 Coalition to support coordination and collaboration across the crisis response system. **5.1.2** Participate in the 988 - dispatch pilot program to evaluate and refine coordination protocols and	5.1.2	**5.1.1** Attend 988 Coalition meetings. **5.1.2** Actively respond to calls dispatched via 988 during the pilot period. Collect and analyze response data to assess effectiveness, timeliness, and service coordination. **5.1.3** Collaborate with DPBH to ensure all requirements are met and all certification criteria for Mobile	**5.1.1** Have a better understanding of the Crisis services in Nevada. **5.1.2** Operational integration of 988 dispatch into MOST response systems. Data reports on call volume, response time, and outcomes during the pilot. **5.1.3** Certification as a DPBH Certified	Upon approval June 30, 2027	Internal program leadership	Dates and type of meeting attend with Carelon Behavioral health Number of individuals referred to and accepted by other organizations using the state bed registry. Lyon County will provide a copy of the certification once it is completed.	Quarterly reports Monthly reports will be submitted prior to the scheduled technical assistance (TA) meeting.

subsequently integrate 988 call center dispatch capabilities into MOST operations to enhance real - time response to behavioral health crises via training of Lyon County Sheriff staff on tablet usage. **5.1.3** Successfully complete all DPBH certification requirements to be a Certified Mobile Crisis once team regulations have been finalized. **5.1.4** Lyon County will participate in the state bed registry when needed.		Crisis designation are fulfilled. **5.1.4** Lyon County will participate in the state bed registry to support care coordination by sending referrals to behavioral health facilities as needed.	Mobile Crisis provider will be obtained. **5.1.4** Staff will be trained on state bed registry utilization procedures.				

Baseline Narrative:	To prioritize early and voluntary interventions to divert individuals from the criminal justice system, reduce emergency department utilization, and de-escalate crises safely and effectively.
Expected Outcomes:	Expected outcomes include increase in protective factors, reduction of risk factors, and linkage to necessary services for long term success, diversion and deflection from future systemic involvement, reduced recidivism rates and decreased systemic and community cost.
Goal 6 ***Responsible person(s)***	*Provide Nevada 988 and Crisis Response education to Behavioral Health providers across Nevada and embed standardized crisis response training and Nevada 988 resource delivery into routine behavioral health services.*

Objective	**BBHWP Sub-Strategy #*	*Activities*	*Outputs*	*Timeline Begin / Completion*	*Target Population*	*Evaluation Measure (indicator)*	*Evaluation Tool*
6. Enhance the Crisis Response System by integrating Nevada 988 resources into all client-facing services and ensure 100% of staff	6.3.2	6.1 Procure, print, or digitally adapt existing resource materials to include official Nevada 988 materials (i.e. wallet cards, brochures, posters etc.) that are available in both English and Spanish.	6.1 Nevada 988 promotional materials successfully integrated into all standard onboarding/resource packets.	Upon approval June 30, 2027	6.1 Individuals receiving behavioral health services.	6.1 Number of Nevada 988 materials procured/printed/distributed; percentage available in both English and Spanish.	6.1 Inventory logs, distribution tracking sheets, screenshots of digital materials; monthly/quarterly reports

	are equipped to utilize and promote Nevada 988.		6.2 Embed Nevada 988 materials into all standard client touchpoints, including intake packets, program orientation sessions, discharge/transition plans, and community outreach materials, etc.	6.2 100% of clients enrolled in a [behavioral health program] receiving physical and/or digital Nevada 988 materials.	6.2 Ongoing, throughout the award period.	6.2 Individuals receiving behavioral health services.	6.2 Percentage of individuals who received materials that include Nevada 988 as a resource. (Target: 100%)	6.2 Client file audits, intake packet reviews, outreach material reviews, monthly/quarterly reports,
			6.3 Establish internal policies and procedures to require 988 orientation training to all active and onboarding staff covering how the lifeline operates, text/chat options, and appropriate protocols	6.3 100% of grant funded staff complete 988 awareness/protocol training.	6.3 Ongoing, throughout the award period. Existing staff to be trained within 60 days of grant start. New staff to be trained with 60 days of hire .	1.3 Sub awardee staff	6.3 Percent of staff with documented completion of 988 training (Target: 100%)	6.3 Training attendance logs, signed policy acknowledgements, training rosters, certificates, Monthly/quarterly reports.

Quarterly Progress Report /Technical Assistance Due Dates:

Quarterly Report Q1 (July 1, 2026 – September 30, 2026): October 15, 2026
Quarterly Report Q2 (October 1, 2026, December 31, 2026): January 15, 2027
Quarterly Report Q3 (January 1, 2026 – March 31, 2026): April 15, 2026
Quarterly Report Q4 (April 1, 2027 – June 30, 2027): July 15, 2027

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Human Services through Grant # from . Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number from .

Subrecipient agrees to adhere to the following budget:

Total Personnel Costs	including fringe					**Total:**	$157,268.00
Employee	Annual Salary	Fringe Rate	% of Time	Months	Annual % of Months worked	Amount Requested	Subject to Indirect? Fringe Salary
TBD Senior Case Manager Position Control Number 60202	$57,727.50	69.00%	100.00%	12.00	100.00%	$97,559.48	☐ ☐
Clinician will spend time in the field providing direct behavioral health crisis intervention and referral services. Clinician will conduct behavioral health and suicide risk assessments for individuals referred into MOST. Clinician will also conduct mental health holds, apply for emergency admissions and provide consultations on requirements of mental health holds in accordance to NRS 433 A. Clinician will collect, record, and report data identified within the MOST operational procedures, and participate in committee efforts whenever possible. This position meets the goals and objects of the program by ensuring individuals experiencing a mental health crisis are being diverted from the jails and/or being connected to the highest level of care such as an inpatient setting when they could be deescalated and connected to services within their community.							
Ebony Miller, Behavioral Health Coordinator, Position Control #60002	$101,045.00	39.00%	42.51%	12.00	100.00%	$59,707.78	☐ ☐
Participates in case reviews, complete data entry and reporting, and grant oversight and supervision of the MOST LCSW and acts as the clinical supervisor for LCHS							

In-State Travel	**Total:**	$0.00

Out of State Travel	OSMot Days	**Total:**	$0.00

Operating	**Total:**	$0.00

Equipment	**Total:**	$0.00

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

Contractual/Contractual and all Pass-thru Subawards				**Total:**	$42,822.00
Name of Contractor/Subrecipient: TBD Community Health Worker					
Method of Selection: Sole Source					
Scope of Work: Scope of Work: Lyon County to contract for a certified Community Health Worker (CHW) at $27.45/hr x 1300 hours with 20% fringe, to provide 20 hours a week direct support to MOST clients in follow up to service plan and providing assistance reducing barriers to following through on service plan.; 25 hrs wk (total of 1300 hours) x $27.45/hr = $686.25 x 20% fringe = $823.50; $35,685.00 + $7,137.00 = $42,822.00					
*Sole Source Justification: Existing contract with county when clinical services are needed within Lyon County					
Budget					
Personnel	$42,822.00				
Method of Accountability: Progress and performance will be monitored by the MOST coordinator who will compare invoicing to time reporting and data collection reporting.					Total: $42,822.00

Training	**Total:**	$0.00

Other				**Total:**	$0.00
				$0.00	☐
Justification:					

TOTAL DIRECT CHARGES	$200,090.00

Indirect Charges	Indirect Rate:	0.0%	$0.00
Indirect Methodology: No Indirect requested			

TOTAL BUDGET	**$200,090**

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

Applicant Name: Lyon County Human Services **Form 2**

PROPOSED BUDGET SUMMARY

A. **PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS**

FUNDING SOURCES	Alcohol Tax Program	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED	$200,090.00								
ENTER TOTAL REQUEST	$200,090.00								$200,090.00
EXPENSE CATEGORY									
Personnel	$157,268.00								$157,268.00
Travel	$0.00								$0.00
Operating	$0.00								$0.00
Equipment	$0.00								$0.00
Contractual/Consultant	$42,822.00								$42,822.00
Training	$0.00								$0.00
Other Expenses	$0.00								$0.00
Indirect	$0.00								$0.00
TOTAL EXPENSE	$200,090.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$200,090.00
These boxes should equal 0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
Total Indirect Cost	$0.00						Total Agency Budget		$200,090.00
							Percent of Subrecipient Budget		100.00%

B. Explain any items noted as pending:

C. Program Income Calculation:

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

- Department of Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

Note: If match funds are required, Section H: Matching Funds Agreement must accompany the subaward packet.

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 $200,090.00;
- 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;
  - -The Subrecipient agrees: To request reimbursement according to the schedule specified for the actual expenses incurred related to the Scope of Work during the subaward period. Requests for reimbursement shall be submitted by the 15th of every month.-Total reimbursement through this subaward will not exceed $200,090 Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred; and Additional expenditure detail will be provided upon request from the Department. Additionally, the Subrecipient agrees to provide:-A complete financial accounting of a l expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds sha l be returned to the Department at that time, or if not already requested, sha l 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.; and-Additional expenditure detail will be provided upon request from the Department. Additionally, the Subrecipient agrees to provide:-A complete financial accounting of a l expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds sha l be returned to the Department at that time, or if not already requested, sha l 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; 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.

The Department agrees:

- Identify specific items the program or Bureau 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 agrees:-To identify specific items the program or Bureau must provide or accomplish to ensure successful completion of this project, such as: o Providing technical assistance, upon request from the Subrecipient.-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.-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.
- 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. Both parties agree: The site visit/monitoring schedule may be clarified here. Both parties agree:-The site visit/monitoring schedule will consist of a date and time agreed upon in advance ---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 fi l out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.-A l 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 sha l 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 and 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.-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 fi l out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.-A l 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 sha l not be effective until 30 days. 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 a l reporting being current.-Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

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

Financial Reporting Requirements

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION D
Request for Reimbursement

Program Name: Alcohol Tax Program	Subrecipient Name: Lyon County Human Services
Address: 4150 Technology Way, Carson City, Nevada 89706	Address: 620 Lake Ave, Silver Springs, Nevada 89429-9038
Subaward Period: TBD - 06/30/2027	Subrecipient's: EIN: 88-6000097 Vendor #: T40156600AA

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	$157,268.00	$0.00	$0.00	$0.00	$157,268.00	0.00%
2. Travel	$0.00	$0.00	$0.00	0.0000	$0.00	0.00%
3. Operating	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
4. Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
5. Contractual/Consultant	$42,822.00	$0.00	$0.00	$0.00	$42,822.00	0.00%
6. Training	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
7. Other	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
8. Indirect	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
Total	**$200,090.00**	**$0.00**	**$0.00**	**$0.00**	**$200,090.00**	**0.00%**

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Complete
						0.00%

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

Authorized Signature Title Date

FOR DEPARTMENT USE ONLY

Is program contact required? ☐ Yes ☐ No Contact Person

Reason for contact:

Fiscal review/approval date:

Scope of Work review/approval date:

ASO or Bureau Chief (as required):

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
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 30th
4. What is the official name of your organization?	Lyon, County of
5. How often is your organization audited?	Annually
6. When was your last audit performed?	November 2025
7. What time-period did your last audit cover?	- July 1, 2024 - June 30, 2025
8. Which accounting firm conducted your last audit?	Sciarani & Co.

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
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 <u>not</u> receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

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

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

Name	Services

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

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Human Services

Hereinafter referred to as the "Covered Entity"

And

Lyon County Human Services

Hereinafter referred to as the "Business Associate"

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

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

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

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

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

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

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
3. **CFR** stands for the Code of Federal Regulations.
4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
5. **Covered Entity** shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the

individual. Refer to 45 CFR 160.103.

13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and 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 subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

Section H is not applicable for this Subaward

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
11.g

Subject:
For Possible Action: Accept a grant award from the Nevada Department of Health and Human Services, Division of Public & Behavioral Health, for FY27, in the amount of $27,542 for Family Planning.

Summary:
The Family Planning grant is intended to provide family planning and reproductive health services to help individuals in Lyon County with difficulties obtaining such services. Lyon County Human Services will provide family planning supplies directly to the community, as well as contract with Healthy Communities Coalition of Lyon and Storey Counties to provide family planning education, awareness and outreach activities to the community on targeted family planning topics, and care coordination in collaboration with the Department of Public and Behavioral Health (DPBH) Community Health Nursing program throughout Lyon County.

Financial Department Comments:
There is no match requirement.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- FY27 Family Planning Notice of Subaward

State of Nevada
Department of Human Services
Division of Public & Behavioral Health
(Hereinafter referred to as the Department)

Agency Ref, #: SG-2027-00017
Budget Account: 3155

NOTICE OF SUBAWARD

Program Name: Family Planning Office of Child, Family and Community Wellness Karla Rodriguez / karlarodriguez@health.nv.gov	**Subrecipient's Name:** Lyon County Human Services Shayla Holmes / sholmes@lyon-county.org
Address: 4150 Technology Way Carson City, Nevada 89706	**Address:** 620 Lake Ave Silver Springs, Nevada, 89429-9038
Subaward Period: 2026-07-01 through 2027-06-30	**Subrecipient's:** **EIN:** 88-6000097 **Vendor #:** T40156600AA **UEI #:** UT4JJJ9N6L69

Purpose of Award: To provide family planning and reproductive health services to help individuals with difficulties obtaining such services.

Region(s) to be served: ☐ Statewide ☑ Specific county or counties: Lyon County

Approved Budget Categories	
1. Personnel	$0.00
2. Travel	$0.00
3. Operating	$0.00
4. Equipment	$0.00
5. Contractual/Consultant	$18,350.00
6. Training	$0.00
7. Other	$6,688.00
TOTAL DIRECT COSTS	$25,038.00
8. Indirect Costs	$2,504.00
TOTAL APPROVED BUDGET	$27,542.00

Terms and Conditions:
In accepting these grant funds, it is understood that:
1. This award is subject to the availability of appropriated funds.
2. Expenditures must comply with any statutory guidelines, the DHS Grant Instructions and Requirements, and the State Administrative Manual.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
4. Subrecipient must comply with all applicable Federal regulations.
5. Quarterly progress reports are due by the 15th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents:

Section A: Grant Conditions and Assurances;
Section B: Descriptions of Services, Scope of Work and Deliverables;
Section C: Budget and Financial Reporting Requirements;
Section D: Request for Reimbursement;
Section E: Audit Information Request;
Section F: Current or Former State Employee Disclaimer
Section G: Business Associate Addendum
Section H: Matching Funds Agreement (optional: only if matching funds are required)

Name	Signature	Date
Scott Keller, Chairman Board of County Commisioners		
Vickie Ives, Bureau Chief		
for Andrea R. Rivers Administrator, DPBH		

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

Non-Federal Source Of Funds	% Funds	Amount	Budget Account	Category	GL	Function	Sub-Org
General	100.00	$27,542.00	3155	29	8511	NA	NA
Job Number: GFUND	**Description:** GFUND						

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

Scope of work is an attached document shown below

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION B

Description of Services, Scope of Work and Deliverables

*In some instances, it may be helpful / useful to provide a brief summary of the project or its intent. This is at the discretion of the author of the subaward. This section should be written in complete sentences.

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

Scope of Work for Lyon County Human Services

Primary Goal: Please see attached.

Objective	Activities	Due Date	Documentation Needed
1. Please see attached.	Please see attached.	06/30/2027	Please see attached.

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

Account for Family Planning Program Scope of Work Template

Date: 3/10/2025 Version: 0.2

Account for Family Planning
Scope of Work for Lyon County Human Services
July 1, 2026- June 30, 2027

Baseline Narrative:						
Expected Outcomes:						
Goal 1: Provide family planning and reproductive health services in Lyon County, Nevada						
Objective	***Activities***	***Outputs***	***Timeline Begin/Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
1. Increase availability of family planning and reproductive health services, including education and outreach throughout Lyon County. Community Health Work (CHW) Program will increase the provision of family planning services in Dayton, Fernley, and Yerington once monthly**.** CHWs will provide family planning and outreach activities to	CHW's will provide a minimum of 40 hour course during the summer and then at least one hour per month outreach during the school year and then daily through the food pantries.	55 youth will be connected to family planning education and supports and 20 adults through direct connection from food pantries.	Provide a quarterly report on the 15th of each month following the end of the quarter for services provided. July 1, 2026-June 30, 2027.	Lyon County Residents	AFP Specific information to be included in all quarterly reports. [All non-identifiable patient data must be reported broken down by the following and within the provided Excel Document given out by the program coordinator: -Age broken out by the following categories: up to 17, 18-44, 45 and older. -Race: non-Hispanic Native American, Hispanic, non-Hispanic white, non-Hispanic Black, non-Hispanic Asian, Non-Hispanic Native Hawaiian/ Other Pacific Islander, Unknown, Multiple Races, or Other -Gender identity - Insurance status - Federal Poverty Level (FPL) - Zip code All Services provided using AFP funds must be broken down by the following: Birth Control: -Voluntary sterilizations -Surgical sterilizations for women -implantable rods -Copper-Based Intrauterine devices -Progesterone-based intrauterine devices -Injections -combined estrogen- and progestin- based drugs -Progestin based drugs	Quarterly reports due on: SFY27 October 15, 2026 January 15, 2027 April 15, 2027 July 15, 2027 Data must be reported on the excel sheet provided by DPBH Staff

employers, schools, before and after school programs, and the Boys and Girls Club of Mason Valley for Truckee Meadows					-Extended or continuous-regimen drugs -Estrogen- and progestin-based patches -Vaginal contraceptive rings -diaphragms with spermicide -sponges with spermicide -cervical caps with spermicide -Condoms -Spermicide -combined estrogen and progestin-based drugs for emergency contraception or progestin-based drugs for emergency contraception -Ulipristal acetate for emergency contraception Referrals: -preconception health services and assistance to achieve pregnancy -testing and treatment of sexually transmitted infections -consultation, examination, treatment, genetic counseling, and prescriptions for the purpose of family planning Vaccinations: -any vaccinations recommended by the advisory committee on Immunization Practices of the Centers for Disease Control and Prevention of the United States Department of Health and Human Services - Additional information as requested by the AFP program	
2. Increased access by reducing barriers to family planning services in Lyon County	Remove barriers for patients by providing assistance with insurance co-pays and fees, and providing supplies such as condoms, STI Tests, prenatal vitamins, and pregnancy tests	75% of individuals seeking assistance with service fees will received connection to an authorized provider	Provide a quarterly report on the 15th of each month following the end of the quarter for services provided. July 1, 2026-June 30, 2027.	Lyon County Residents	# of quarterly reports submitted timely List of attendees Meeting notes Number of patients who received assistance with service fees	Quarterly reports due on: SFY27 October 15, 2026 January 15, 2027 April 15, 2027 July 15, 2027 Data must be reported on the excel sheet

						provided by DPBH Staff
3. Lyon County will participate in 4 quarterly calls with the Program Coordinator to monitor progress and address successes and challenges by June 29, 2027	1.2.1 Discuss success and challenges with Program Coordinator in 4 quarterly calls to be scheduled	Quarterly reports completed and submitted		Lyon County Residents		

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Human Services through Grant # from . Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number from .

Subrecipient agrees to adhere to the following budget:

Total Personnel Costs	including fringe	**Total:**	$0.00

In-State Travel	**Total:**	$0.00

Out of State Travel	OSMot Days	**Total:**	$0.00

Operating	**Total:**	$0.00

Equipment	**Total:**	$0.00

Contractual/Contractual and all Pass-thru Subawards	**Total:**	$18,350.00

Name of Contractor/Subrecipient: Healthy Communities Coalition

Method of Selection: Other

Period of Performance: 7/1/2026 - 6/30/2027

Scope of Work: Three Community Health Workers will provide one on one resource connection and education to youth and families connected through the school system and food pantries up to 5 hours/wk, youth engagement activity supplies will also be utilized through this activity. Resource flyers/guide will be created and distributed through food pantries and to local providers. Additionally there will be a 10 week summer program that targets at risk teens that will include family planning education curriculum and activities to enhance learning.

Budget

18350	$18,350.00			

Method of Accountability: HCC will provide quarterly updates to LCHS on outcomes for connections, resources provided, and the participation and outcomes of the summer program. The resource/guide flyer will be distributed and made available for LCHS use as well.	Total: $18,350.00

Training	**Total:**	$0.00

Other				**Total:**	$6,688.00
Expenditure	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect
Other	$20.65	50	0.5	$517.00	☑
Justification: Individuals without insurance or that are under insured have a signficantly higher cost for testing and treatment. Having condoms on hand at LCHS sites and food pantries ensure community members most at risk have access when they need it.					
Other	$5,047.54	1	0.5	$2,524.00	☑
Justification: Individuals without insurance or that are under insured have a signficantly higher cost for testing and treatment. Having condoms on hand at LCHS sites and food pantries ensure community members most at risk have access when they need it.					
Other	$7.99	113	1	$903.00	☑
Justification: Individuals without insurance or that are under insured have a significantly higher cost for testing and treatment. Having pregnancy tests on hand at LCHS sites and food pantries ensure community members most at risk have access when they need it.					
Other	$9.99	15	3	$450.00	☑
Justification: Individuals without insurance or that are under insured have a significantly higher cost for family planning services. Having prenatal vitamins on hand at LCHS sites and food pantries ensure community members most at risk have access when they need it.					
Other	$113.00	18	1	$2,034.00	☑
Justification: Individuals without insurance or that are under insured have a significantly higher cost for testing and treatment. Having supplies on hand at LCHS sites and food pantries ensure community members most at risk have access when they need it.					
Other	$26.00	10	1	$260.00	☑
Justification: Individuals without insurance or that are under insured have a sifnficantly higher cost for testing and treatment. Having supplies on hand at LCHS sites and food pantries ensure community members most at risk have access when they need it.					

TOTAL DIRECT CHARGES	$25,038.00

Indirect Charges	Indirect Rate:	10.0%	$2,504.00
Indirect Methodology: Using standard Indirect rate.			

TOTAL BUDGET	**$27,542**

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

Applicant Name: Lyon County Human Services **Form 2**

PROPOSED BUDGET SUMMARY

A. **PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS**

FUNDING SOURCES	Family Planning	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED	27542								
ENTER TOTAL REQUEST	$27,542.00								$27,542.00
EXPENSE CATEGORY									
Personnel	$0.00								$0.00
Travel	$0.00								$0.00
Operating	$0.00								$0.00
Equipment	$0.00								$0.00
Contractual/Consultant	$18,350.00								$18,350.00
Training	$0.00								$0.00
Other Expenses	$6,688.00								$6,688.00
Indirect	$2,504.00								$2,504.00
TOTAL EXPENSE	$27,542.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$27,542.00
These boxes should equal 0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
Total Indirect Cost	$2,504.00							Total Agency Budget	$27,542.00
								Percent of Subrecipient Budget	100.00%

B. Explain any items noted as pending:

C. Program Income Calculation:

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

- Department of Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

Note: If match funds are required, Section H: Matching Funds Agreement must accompany the subaward packet.

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 $27,542.00;
- 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;
  - • Due to state fiscal year end close, June 2027 RFR is due no later than July 15, 2027;
    • Additional expenditure detail will be provided upon request from the Department.
    ; 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.

The Department agrees:

- Identify specific items the program or Bureau 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 Account for Family Planning Program staff will provide technical assistance as indicated and/or as requested by the subrecipient. Any materials/items being published using these funds must be approved through the Maternal, Child and Adolescent Health section of the Bureau of Child, Family and Community Wellness.
- 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. A compliance site visit will occur at least biennially or annually if findings have occurred or the subrecipient is considered high-risk based on the Subrecipient Questionnaire or prior audit findings (either state or federal from any agency).
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION D
Request for Reimbursement

Program Name: Family Planning	Subrecipient Name: Lyon County Human Services
Address: 4150 Technology Way, Carson City, Nevada 89706	Address: 620 Lake Ave, Silver Springs, Nevada 89429-9038
Subaward Period: 07/01/2026 - 06/30/2027	Subrecipient's: EIN: 88-6000097 Vendor #: T40156600AA

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	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
2. Travel	$0.00	$0.00	$0.00	0.0000	$0.00	0.00%
3. Operating	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
4. Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
5. Contractual/Consultant	$18,350.00	$0.00	$0.00	$0.00	$18,350.00	0.00%
6. Training	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
7. Other	$6,688.00	$0.00	$0.00	$0.00	$6,688.00	0.00%
8. Indirect	$2,504.00	$0.00	$0.00	$0.00	$2,504.00	0.00%
Total	**$27,542.00**	**$0.00**	**$0.00**	**$0.00**	**$27,542.00**	**0.00%**

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Complete
						0.00%

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

Authorized Signature Title Date

FOR DEPARTMENT USE ONLY

Is program contact required? ☐ Yes ☐ No Contact Person

Reason for contact:

Fiscal review/approval date:

Scope of Work review/approval date:

ASO or Bureau Chief (as required):

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
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 30th
4. What is the official name of your organization?	Lyon, County of
5. How often is your organization audited?	Annually
6. When was your last audit performed?	November 2025
7. What time-period did your last audit cover?	July 1, 2024 - June 30, 2025
8. Which accounting firm conducted your last audit?	Sciarani & Co

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
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 <u>not</u> receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

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

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

Name	Services

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

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Human Services

Hereinafter referred to as the "Covered Entity"

And

Lyon County Human Services

Hereinafter referred to as the "Business Associate"

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

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

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

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

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

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

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
3. **CFR** stands for the Code of Federal Regulations.
4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
5. **Covered Entity** shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the

individual. Refer to 45 CFR 160.103.

13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and 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 subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

Section H is not applicable for this Subaward

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
11.h

Subject:
For Possible Action: Accept a Local Emergency Planning Committee (LEPC) FY27 United We Stand grant award from the State Emergency Response Commission (SERC), approved in the amount of $32,000 to purchase law enforcement night vision and breaching equipment and supplies, and to authorize the Emergency Manager to sign the grant award.

Summary:

Financial Department Comments:
There is no match requirement.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
For Possible Action: Accept a Local Emergency Planning Committee (LEPC) FY27 United We Stand grant award from the State Emergency Response Commission (SERC), approved in the amount of $32,000 to purchase law enforcement night vision and breaching equipment and supplies, and to authorize the Emergency Manager to sign the grant award.

ATTACHMENTS
- FY27 UWS Grant Award Letter Lyon County

Joe Lombardo
Governor

Nevada Department of
Public Safety
Dedication Pride Service

George Togliatti
Director

Kristi Defer
Deputy Director

State Emergency Response Commission

Stewart Facility
107 Jacobsen Way
Carson City, Nevada 89711
Telephone (775) 684-7511 - Fax (775) 684-7519

July 1, 2026

Taylor Allison
34 Lakes Blvd.
Dayton, NV 89403

Ref: United We Stand Grant Award Letter 27-UWS-11-01

Dear Mr. Allison,

It is my pleasure to inform you that Lyon County LEPC FY27 United We Stand (UWS) grant request has been approved by the SERC Commission in the amount of $32,000.00 for Equipment & Supplies. The grant period is July 1,2026, to June 30, 2027. As always, these grant funds are not available for expenditures or obligations occurring prior to or after the award period.

Please use the grant number above on all correspondence regarding this grant.

Enclosed is the grant award obligating the funds to the LEPC. Please sign and return to the SERC office. Please note that no reimbursements will be made until all award documents have been signed and received by the SERC office.

As a grantee of the SERC, your agency will be required to comply with federal, state, and local rules and regulations and administrative guidelines in the management of this grant.

If you have any questions, you can always contact our office at 775-684-7511 or email serc@dps.state.nv.us.

Sincerely,

Kelly Hutter, MAII SERC

STATE OF NEVADA

STATE EMERGENCY RESPONSE COMMISSION

United We Stand Grant Award

SUBGRANTEE:	Lyon County Local Emergency Planning Committee	GRANT NO.:	**27-UWS-11-01**
ADDRESS:	27 S. Main Street Yerington, NV 89447	TOTAL AWARD:	$32,000
Vendor#			
PROJECT TITLE: Funds provided by:	UWS GRANT State of Nevada Tax ID: 88-6000022 No CFDA #	GRANT PERIOD:	07/01/26 to 06/30/27

APPROVED BUDGET FOR PROJECT

CATEGORY	AMOUNT
Supplies:	$115
Planning:	$0
Training:	$0
Equipment:	$31,885
TOTAL GRANT AMOUNT	$32,000

This award is subject to the requirements established by the State of Nevada, and the State Emergency Response Commission (SERC) including the Certified Assurances attached to the grant application and the Special Condition attached hereto.

Any changes to the budget categories must have approval by the SERC office prior to implementation.

APPROVAL	SUBGRANTEE ACCEPTANCE
Kelly Hutter, MAII sERC Name and Title of Authorized Official	**Taylor Allison, LEPC Chair** Name and Title of Appointing Official
X 7/1/2026	X
Signature of Approving Official Date	Signature of Authorized Official Date

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
11.i

Subject:
For Possible Action: Accept a State Emergency Response Commission (SERC), FY27 Operation, Planning, Training and Equipment (OPTE) Grant in the amount of $32,000 for Equipment and $4,000 for Operations for the period of July 1, 2026 through May 30, 2027, and to authorize the Emergency Manager to sign the grant award.

Summary:

Financial Department Comments:
There is not a match requirement.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept a State Emergency Response Commission (SERC), FY27 Operation, Planning, Training and Equipment (OPTE) Grant in the amount of $32,000 for Equipment and $4,000 for Operations for the period of July 1, 2026 through May 30, 2027, and to authorize the Emergency Manager to sign the grant award.

ATTACHMENTS
- FY27 SERC OPTE Grant Approved Lyon County

Joe Lombardo
Governor

Nevada Department of
Public Safety
Dedication Pride Service

George Togliatti
Director

Kristi Defer
Deputy Director

State Emergency Response Commission

Stewart Facility
107 Jacobsen Way
Carson City, Nevada 89711
Telephone (775) 684-7511 - Fax (775) 684-7519

June 15, 2026

Taylor Allison, LEPC Chair
34 Lakes Blvd
Dayton, NV 89403

Ref: SERC OPTE Grant Award Letter 27-OPTE-11-01

Dear Mr. Allison,

It is my pleasure to inform you that Lyon County LEPC FY27 SERC OPTE Grant request has been approved by the SERC Commission in the amount of $36,000.00 for Equipment & Operations. The grant period is July 1,2026, to July 1, 2027. As always, these grant funds are not available for expenditures or obligations occurring prior to or after the award period.

Please use the grant number above on all correspondence regarding this grant.

Enclosed is the grant award obligating the funds to the LEPC. Please sign and return to the SERC office. Please note that no reimbursements will be made until all award documents have been signed and received by the SERC office.

As a grantee of the SERC, your agency will be required to comply with federal, state, and local rules and regulations and administrative guidelines in the management of this grant.

If you have any questions, you can always contact our office at 775-684-7511 or email serc@dps.state.nv.us.

Sincerely,

Kelly Hutter, SERC MAII Bureau Chief

STATE OF NEVADA

STATE EMERGENCY RESPONSE COMMISSION

SERC OPTE FY2027 Grant Award

Subgrantee:	Lyon County Local Emergency Planning Committee	**Grant Number:**	27-SERC-11-01
Address:	34 Lakes Blvd Dayton, NV 89403	**Total Award:**	$36,000.00
Vendor #:			
Project Title:	SERC OPTE Grant	**Grant Period:**	07/01/26 to 07/01/27
CFDA #:	None		

Approved Budget for Project

Category		Amount
Operations:	Non Clerical Funds - $2000 Clerical Funds - $2000	$4,000.00
Planning:		$0.00
Training:		$0.00
Equipment:	(2)G1 Air Cadet Pack, (2)Scott Air Pack, (1)Wired Commnications Kit (confined space)	$32,000.00
Total Grant Awarded Amount:		**$36,000.00**

This award is subject to the requirements established by the State of Nevada and the State Emergency Response Commission (SERC) including the Certified Assurances attached to the grant application.

Any changes to the budget categories must have approval by the SERC office prior to implementation.

Approval	Subgrantee Acceptance
Kelly Hutter, SERC MAII Name and Title of Approving Official	**Taylor Allison, LEPC Chair** Name and Title of Appointing Official
x _____ 6/15/2026	X _____
Signature of Approving Official Date	Signature of Authorized Official Date

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
11.j

Subject:
For Possible Action: Accept and award the 2026 Regional Transportation Commission Lyon County Road Rehabilitation Project to SNC (Sierra Nevada Construction) for the amount of $3,174,007, and approve a 10% contingency for any unforeseen issues on the project and to allow staff to sign project related documents.

Summary:
This project is to chip seal, slurry seal and crack seal roads in Mason Valley. This will be funded out of the RTC budget.

Financial Department Comments:
This will be paid out of the RTC Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
For Possible Action: Accept and award the 2026 Regional Transportation Commission Lyon County Road Rehabilitation Project to SNC (Sierra Nevada Construction) for the amount of $3,174,007, and approve a 10% contingency for any unforeseen issues on the project and to allow staff to sign project related documents.

ATTACHMENTS
- Dowl Recommendation of Award Letter
- SNC Agreement

June 17, 2026

Dustin Homan
Road and Fleet Director
18 Highway 95A North
Yerington, Nevada 89447

Re: Recommendation of Award for Lyon County 2026 Roadway Resurfacing Project

Dear Mr. Homan,

On June 17, 2026 DOWL held a bid opening for the Lyon County 2026 Roadway Resurfacing Project on behalf of Lyon County Road Department. Bid information was compiled and Sierra Nevada Construction, Inc. is the apparent low bidder with a bid price of $3,174,007.00.

DOWL has evaluated the Sierra Nevada Construction Bid and finds that it complies with the prescribed requirements of the Bid Form, and therefore is considered “responsive”. We have also performed a due diligence check on the company by checking the System for Award Management, Nevada State Contractor’s Board, the Secretary of State, and the Labor Commissioner. The references were all positive; the consensus is that Sierra Nevada Construction is qualified to perform and complete the work associated with this project. A search with the Contractor’s Board shows no disciplinary action against them and they are within their licensed limits. A search for debarment on the System for Award Management shows no action. A search of the Secretary of State shows that they are in good standing. Lastly, a search of the Labor Commissioner shows no actions, pending or filed, against them.

Sierra Nevada Construction has over 30 years of experience in the construction industry and has performed similar projects in the past. Based on a review of their bid and background check, DOWL finds Sierra Nevada Construction to be a “responsible” Bidder and we recommend awarding them the Construction Contract.

I have attached the bid tabulation for your reference.

If you have any questions or require additional information regarding this letter, please feel free to contact me.

Regards,

Keith Karpstein, P.E.
Senior Engineer

Attached: Bid Tabulation

BID OPENING FORM
Lyon County Road Department
Lyon County 2026 Roadway Resurfacing - PWP-LY-2026-410

Bid Opening Location: Planet Bids
Date: Wednesday, June 17, 2026
Time: 2:00pm
Owner: Lyon County Road Department
Engineer: DOWL

				ENGINEER'S OPINION OF PROBABLE COST		Doolittle Construction		Sierra Nevada Construction		VSS International		AVERAGE	
Bid Item	**Description**	**Quantity**	**Units**	**Unit Price**	**Total**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**AVER UNIT PRICE**	**AVER TOTAL**
1	Mobilization and Demobilization	1	LS	$320,000.00	$320,000.00	$320,000.00	$320,000.00	$150,000.00	$150,000.00	$43,240.00	$43,240.00	$171,080.00	$171,080.00
2	Temporary Traffic Control	1	LS	$260,000.00	$260,000.00	$267,902.65	$267,902.65	$129,226.25	$129,226.25	$316,290.60	$316,290.60	$237,806.50	$237,806.50
3	Temporary Erosion Control	1	LS	$10,000.00	$10,000.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$10,400.00	$10,400.00	$5,133.33	$5,133.33
4	Install Type II Aggregate Slurry Seal	9,234	SY	$1.90	$17,544.60	$3.50	$32,319.00	$3.75	$34,627.50	$6.00	$55,404.00	$4.42	$40,783.50
5	Install 3/8-Inch Aggregate Chip Seal w/Fog Seal	888,425	SY	$2.60	$2,309,905.00	$2.25	$1,998,956.25	$2.45	$2,176,641.25	$3.25	$2,887,381.25	$2.65	$2,354,326.25
6	Install Crack Seal (Contingent Item)	897,675	SY	$0.50	$448,837.50	$0.40	$359,070.00	$0.49	$439,860.75	$0.58	$520,651.50	$0.49	$439,860.75
7	Traffic Paint 4-Inch Solid White Striping	52,660	LF	$0.40	$21,064.00	$0.56	$29,489.60	$0.35	$18,431.00	$0.54	$28,436.40	$0.48	$25,452.33
8	Traffic Paint 4-Inch Solid/Broken Yellow Striping	8,450	LF	$0.50	$4,225.00	$0.59	$4,985.50	$0.45	$3,802.50	$0.65	$5,492.50	$0.56	$4,760.17
9	Traffic Paint 4-Inch Dashed Yellow Striping	45,870	LF	$0.30	$13,761.00	$0.45	$20,641.50	$0.25	$11,467.50	$0.43	$19,724.10	$0.38	$17,277.70
10	Traffic Paint 4-Inch Double Yellow Striping	8,765	LF	$0.75	$6,573.75	$0.70	$6,135.50	$0.85	$7,450.25	$0.81	$7,099.65	$0.79	$6,895.13
11	Force Account	1	LS	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00
		Base Bid Total:		**$3,611,910.85**		**$3,242,000.00**		**$3,174,007.00**		**$4,094,120.00**		**$3,503,375.67**	

SECTION 00520

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between **Lyon County Road Department** ("Owner") and **Sierra Nevada Construction** ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

A. The Project consists of construction of the protective surface sealing with chip seal, slurry seal, and crack seal on roadways within the Yerington, Lyon County, Nevada area.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Lyon County 2026 Roadway Resurfacing.**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **DOWL**.

3.02 The Owner has retained **DOWL** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **75 calendar** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90 calendar** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $ 1,200 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $ 1,200 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 [Deleted]

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **last** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

a. **95** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. __95__ percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion **of the entire construction to be provided under the Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to __97.5__ percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less __200__ percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of __*0*__ percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages **00520-1** to **00520-7**, inclusive).
2. Performance bond (pages **00610-1** to **00610-3**, inclusive).
3. Payment bond (pages **00615-1** to **00615-3**, inclusive).
4. General Conditions (pages **00700-1** to **00700-65**, inclusive).
5. Supplementary Conditions (pages **00800-1** to **00800-13**, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings/Appendices consisting of **Appendix A through B**
8. Addenda (numbers **1** to **2**, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Notice to Proceed (pages **00550-1** to **00550-1**, inclusive).
    b. Contractor's Bid (pages **1** to **73**, inclusive).
    c. Notice of Award (pages **00510-1** to **00510-1**, inclusive).
    d. Documentation submitted by Contractor prior to Notice of Award (N/A).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the

party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on June 29, 2026 (which is the Effective Date of the Contract).
The Effective Date of the Contract stated above and the dates of any construction performance bond (EJCDC® C-610 or other) and construction payment bond (EJCDC® C-615 or other) should be the same, if possible. In no case should the date of any bonds be earlier than the Effective Date of the Contract.

OWNER:	CONTRACTOR:
Lyon County Road Department	Sierra Nevada Construction, Inc.
By:	By:
Title:	Title: Kevin L. Robertson, President
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title: Marc T. Markwell, Secretary/Treasurer
Address for giving notices:	Address for giving notices:
	Sierra Nevada Construction, Inc.
	P.O. Box 50760
	Sparks, Nevada 89435
	License No.: 25565 *(where applicable)*

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
11.k

Subject:
For Possible Action: Approve and accept the proposal from Lumos & Associates to do the testing and inspections for the 2026 Regional Transportation Commission Road Rehabilitation Project, in the amount of $173,250.

Summary:
This is for the testing and inspections of the 2026 RTC Road Rehabilitation Project in Mason Valley. This will be paid out of the RTC Fund.

Financial Department Comments:
This will be paid out of the RTC Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
For Possible Action: Approve and accept the proposal from Lumos & Associates to do the testing and inspections for the 2026 Regional Transportation Commission Road Rehabilitation Project, in the amount of $173,250.

ATTACHMENTS
- Lumos Proposal for Inspection and Materials Testing Services
- Lumos Provisions of Agreement

LUMOS & ASSOCIATES

Carson City • Fallon • Lake Tahoe • Reno

www.LumosInc.com

Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

June 23, 2026

LA26.630

Lyon County Public Works
Attn: Dustin Homan
PO Box 1699
Dayton, NV 89403
Email: dhoman@lyon-county.org

Subject: Proposal to Provide Inspection and Materials Testing Services
Lyon County RTC 2026 Pavement Maintenance Project
Mason Valley, NV

Dear Mr. Homan:

Lumos & Associates, Inc. is pleased to have the opportunity to provide this proposal for the above mentioned project. We understand our scope of services is to provide inspection and materials testing services as required by the plans, specifications and "The Standard Specifications for Public Works Construction". The following is our estimated cost to provide the required inspection materials testing services:

Crack Sealing/ Slurry Seal/ Chip Seal/Fog Seal/ Striping Inspection Testing and Sampling – 50 days x 12 hrs/day x $145/hr = $87,000

In addition to the above mentioned field materials tests, we will provide the laboratory testing as follows:

1 Sand Equivalents/Gradations/Durability Tests x $650 each = $650
20 Gradations/Fractured Faces/Cleanness Values x $550 each = $11,000
1 Binder Series x $1,500 each = $1,500
60 Rotational Paddle Viscosity Tests x $550 each = $33,000
1 % Residue/Softening Point x $350 each = $350

We will also provide a technician to pick up and deliver samples to our laboratory.

60 visits x 3 hrs/visit x $125/hr = $22,500

At the conclusion of the project, we will prepare a final inspection and materials testing package for submittal to Lyon County Public Works Department that will be reviewed and stamped by a Professional Engineer. The estimated cost to prepare this package is $1,500.

Administrative Services associated with the above scope of work is estimated at 10% of the above costs. Administrative Services including Technical Typist, Construction Services Engineer, and Construction Services Supervisor. We can provide these services for an estimated cost of $15,750.

Our total estimated cost to provide the above mentioned scope of work is **$173,250**.

Additional tests and inspections, outside of this scope of work, can be provided on a time and materials basis per our current fee schedule. Re-inspections and standby time are not part of our estimated cost and will be billed on a time and materials basis. Prevailing wages were not assumed for our inspectors/technicians. If prevailing wages are required, the above additional costs will be adjusted accordingly.

You can authorize Lumos to complete the above scope of services by completing the attached forms.

If you have any questions, please do not hesitate to contact me at 775.883.7077.

Sincerely,

Jeremy Macaluso, P.E.
Construction Project Manager
Lumos & Associates, Inc.

Mitch Burns, P.E.
Group Manager
Lumos & Associates, Inc.

Attached: Contract, Special Provisions

AGREEMENT TO ENGAGE THE SERVICES OF LUMOS & ASSOCIATES, INC.

PARTIES TO THE AGREEMENT

This AGREEMENT is made and entered into by and between:

CONSULTANT: Lumos & Associates, Inc.
950 Sandhill Road, Suite 100
Reno, Nevada 89521
Phone: 775.827.6111

CONSULTANT'S REPRESENTATIVE
Jeremy Macaluso, P.E.
jmacaluso@lumosinc.com

CLIENT: Lyon County Public Works
PO Box 1699
Dayton, NV 89403
775-463-6551

CLIENT'S REPRESENTATIVE
Dustan Homan
dhoman@lyon-county.org

PURPOSE

CLIENT desires to engage CONSULTANT to perform professional services for the following project ("PROJECT"):

Project Name: Lyon County RTC 2026 Pavement Maint Project
Project Location: Mason Valley, NV

EXECUTION

In witness whereof, the parties hereby execute this AGREEMENT, effective as of the latest date set forth below:

CONSULTANT: Lumos & Associates, Inc.		CLIENT: Lyon County Public Works	
By:		By:	
Name:	Mitch Burns, P.E.	Name:	Dustin Homan
Title:	Group Manager	Title:	Road & Fleet Director
Date:		Date:	

STANDARD PROVISIONS OF AGREEMENT

1. AGREEMENT STRUCTURE

This AGREEMENT is composed of the following components, which together form a unified and binding contract:

- The "Agreement to Engage the Services of Lumos & Associates, Inc." – the cover page of this document – which identifies the Parties, states the Purpose, and includes the executing signatures
- These "Standard Provisions of Agreement"
- The Proposal, attached as Exhibit A, which may include the project scope, fee, schedule, and any project-specific conditions
- Any additional exhibits expressly incorporated by reference

The Scope of Services, as used in this AGREEMENT, refers specifically to the services described in Exhibit A. CONSULTANT shall perform only those services expressly identified in the Scope of Services. CONSULTANT shall have no obligation to perform services outside the defined Scope.

No verbal modifications to this AGREEMENT shall be recognized. Any changes must be documented in a written addendum signed by both parties.

2. STANDARD OF CARE

CONSULTANT shall perform its services with the level of care and skill ordinarily exercised by members of CONSULTANT's profession practicing in the same locality under similar circumstances, applying reasonable diligence and expediency consistent with sound professional practices ("Standard of Care"). Nothing herein shall constitute a guarantee, warranty, or assurance, either express or implied, regarding the services provided.

CONSULTANT shall exercise due care in complying with applicable laws, codes, and regulations in effect at the time services are rendered, subject to the Standard of Care. CONSULTANT shall not be responsible for ensuring compliance with all laws, codes, and regulations but shall reasonably interpret and apply those relevant to its services in good faith.

CONSULTANT shall be entitled to reasonably rely on written interpretations and approvals from government officials responsible for enforcing such laws, codes, and regulations. If an official's interpretation changes after an initial approval, CONSULTANT shall not be liable for any additional costs or delays arising from such changes. Any resulting modifications to CONSULTANT's work shall be considered Additional Services and compensated accordingly.

3. CLIENT RESPONSIBILITIES

CLIENT shall make reasonable efforts to provide timely direction, approvals, and decisions as necessary for CONSULTANT to perform its services efficiently. CLIENT understands that delays in providing such direction may impact PROJECT timeline and costs. If CLIENT-caused delays affect the schedule or budget, CONSULTANT shall be entitled to an equitable adjustment of both time and compensation.

CLIENT warrants that it has secured sufficient funding for PROJECT and shall promptly notify CONSULTANT of any changes that may impact payments or PROJECT feasibility. If CLIENT becomes more than 45 days past due on payments, CONSULTANT may request reasonable evidence of CLIENT's financial capability.

CLIENT acknowledges that its responsibilities are integral to the successful completion of PROJECT. Any failure to fulfill these responsibilities, including but not limited to delays in providing approvals, necessary data, or other required actions, may result in delays, increased costs, or other impacts to PROJECT. CONSULTANT shall not be held liable for such impacts, and CLIENT agrees to compensate CONSULTANT for any additional costs incurred due to CLIENT's failure to meet its obligations.

4. BILLING AND PAYMENT

4.1 PAYMENT SCHEDULE

Fees and other charges shall be billed monthly as the work progresses and shall be due and payable within thirty (30) days of the invoice date (Net 30). Any unpaid balance remaining thirty (30) days after the invoice date shall be considered past due.

CLIENT agrees that the balance stated on any invoice from CONSULTANT is correct and acceptable unless CLIENT notifies CONSULTANT in writing of a specific dispute within fifteen (15) days from the invoice date. CLIENT may withhold only the disputed portion of the invoice and must pay the undisputed amount within the standard payment terms.

4.2 SUSPENSION OF SERVICES

CONSULTANT reserves the right to suspend services on accounts with outstanding balances that remain unpaid for forty-five (45) days after the invoice date, provided CONSULTANT gives CLIENT seven (7) days written notice of suspension. CONSULTANT

shall have no liability to CLIENT for any costs or damages resulting from such suspension. Upon full payment by CLIENT, CONSULTANT shall resume services under this AGREEMENT, with the time schedule and compensation equitably adjusted to account for the suspension period.

4.3 LATE PAYMENTS

Any payment not received within thirty (30) days of the original invoice date shall accrue interest at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is lower.

4.4 REIMBURSABLE EXPENSES

CLIENT acknowledges that the fees outlined in this AGREEMENT cover only CONSULTANT's services and do not include any third-party costs or agency fees unless explicitly stated in Exhibit A. CLIENT shall be responsible for reimbursable PROJECT-related expenses, including but not limited to travel costs, permit fees, and other direct costs necessary for completion of PROJECT, as mutually agreed upon in writing in advance with CONSULTANT.

4.5 FEE SCHEDULE ADJUSTMENTS

The compensation provisions in Exhibit A are based on CONSULTANT's standard schedule of hourly billing rates in effect as of the effective date of this AGREEMENT (the "Fee Schedule"). CONSULTANT customarily updates the Fee Schedule effective January 1 of each calendar year to reflect changes in labor costs and general economic conditions. For services performed on or after January 1 of each year during the term of this AGREEMENT, the hourly billing rates used under time-and-materials ("T&M") and time-and-materials not-to-exceed ("T&M NTE") billing arrangements shall be those set forth in CONSULTANT's then-current Fee Schedule applicable to the billing categories identified in Exhibit A.

Where Exhibit A establishes a lump sum amount for specified services, that lump sum is a fixed price for those services and shall not be adjusted solely as a result of changes to the Fee Schedule. Where Exhibit A establishes a not-to-exceed amount for T&M NTE services, revisions to the Fee Schedule shall not increase the stated not-to-exceed amount.

CONSULTANT shall provide CLIENT with the then-current Fee Schedule upon request and whenever the Fee Schedule is updated.

5. SCHEDULE OF PERFORMANCE

CONSULTANT shall perform its services in accordance with the schedule outlined in Exhibit A or as otherwise subsequently mutually agreed upon in writing. All timelines represent reasonable estimates based on information available at the time of contracting and shall be subject to equitable adjustment for delays beyond CONSULTANT's control, including but not limited to CLIENT-caused delays, changes in project scope, permitting or regulatory delays, unforeseen conditions, or force majeure events as defined in this AGREEMENT.

CONSULTANT shall promptly notify CLIENT of any circumstances that may materially impact the schedule and shall collaborate with CLIENT to revise the schedule as necessary. Both parties agree to make reasonable efforts to avoid or mitigate delays, and in the event of CLIENT-caused delays, CONSULTANT shall be entitled to schedule extensions and additional compensation for increased costs incurred, calculated at CONSULTANT's standard hourly rates or as otherwise agreed in writing.

The parties acknowledge that the performance timelines are intended to reflect a reasonable and practical framework for the completion of services, recognizing the inherent variability in the design process and external factors beyond CONSULTANT's control. Accordingly, minor deviations from the agreed schedule shall not constitute a breach of this AGREEMENT.

6. ADDITIONAL SERVICES

CONSULTANT may perform services beyond those set forth in the Scope of Services ("Additional Services") when requested by CLIENT or when required due to changes in circumstances. Prior to commencing such services, CONSULTANT shall prepare a written description of the Additional Services, including proposed adjustments to schedule and compensation. These adjustments shall be documented in writing and signed by both parties.

CONSULTANT shall be entitled to an equitable adjustment in compensation and/or schedule if:

- New or revised laws, codes, or regulations enacted after the effective date of this Agreement materially impact the Scope of Services;
- CONSULTANT is required to modify completed work to comply with such changes;
- Conditions arise that were not reasonably anticipated or are materially different from those indicated in the Agreement.

Such circumstances shall be treated as Additional Services, and CLIENT agrees to compensate CONSULTANT accordingly.

7. COST ESTIMATES

CONSULTANT makes no representation regarding estimates of construction costs beyond that these are opinions of probable cost based on the Consultant's experience, qualifications, and general familiarity with the construction industry. CONSULTANT does not warrant or

guarantee that actual bids, negotiated prices, or total construction costs will not vary from such estimates. It is recognized that neither the CONSULTANT nor the CLIENT has control over labor costs, material prices, equipment costs, contractor bidding strategies, market conditions, or negotiations. If the CLIENT requires greater assurance regarding probable construction costs, the CLIENT should obtain an independent cost estimate.

8. LIMITATIONS ON RESPONSIBILITIES

The CONSULTANT's services under this Agreement are limited to those expressly defined in Exhibit A. The CONSULTANT shall not assume responsibility for:

8.1 THIRD-PARTY ACTIONS
The CONSULTANT is not responsible for the acts, omissions, or performance of the CLIENT, CLIENT's consultants, contractors, subcontractors, suppliers, or any other third parties engaged in PROJECT. The CONSULTANT's review or observation of work performed by others does not create a duty to supervise or control such work.

8.2 CONSTRUCTION MEANS AND METHODS AND SITE SAFETY
The CONSULTANT does not direct, control, or assume responsibility for construction means, methods, techniques, sequences, procedures, or site safety. The contractor is solely responsible for site safety, including compliance with all applicable safety regulations and requirements. The CONSULTANT's services do not relieve the contractor of its contractual obligations regarding the quality and completion of work.

8.3 SITE CONDITIONS
Unless specifically included in the Scope of Services, the CONSULTANT makes no representations regarding subsurface, geotechnical, hazardous materials, or environmental conditions and shall not be responsible for any claims arising from unanticipated site conditions, including but not limited to the discovery, presence, handling, removal, or disposal of hazardous materials or toxic substances.

8.4 PERMITS AND APPROVALS
The CONSULTANT will assist the CLIENT in identifying necessary permits and approvals only if such assistance is expressly included within the agreed-upon Scope of Services. However, the CLIENT remains responsible for obtaining, maintaining, and renewing all required permits, licenses, and approvals unless otherwise specified.

8.5 INDEPENDENT CONTRACTOR STATUS
CONSULTANT is an independent contractor and shall not, under any circumstances, be considered an agent, employee, or representative of CLIENT. CONSULTANT retains full discretion over the means and methods of performing its services. Nothing in this AGREEMENT, nor any action taken by CONSULTANT, shall be construed to create or impose a fiduciary duty or relationship between CONSULTANT and CLIENT or any third party. CONSULTANT's obligations are limited to those expressly set forth in this AGREEMENT and do not include any responsibility to oversee or guarantee the performance of others.

9. INFORMATION PROVIDED BY OTHERS

CONSULTANT is entitled to rely upon information supplied by the CLIENT and other consultants retained directly by the CLIENT, without independent verification. CONSULTANT shall not be liable for errors, omissions, or deficiencies in such information, nor for any resulting delays or additional costs. However, if CONSULTANT becomes aware of material discrepancies, inconsistencies, or omissions that could affect the performance of its services, CONSULTANT will promptly notify the CLIENT and may request additional data or clarification as necessary. If such discrepancies materially impact the scope, schedule, or cost of CONSULTANT's services, CONSULTANT and CLIENT shall promptly confer in good faith to resolve the issue. If resolution is not achieved, any resulting adjustments to CONSULTANT's obligations, compensation, or schedule shall be handled in accordance with this contract's dispute resolution provisions.

10. OWNERSHIP OF DOCUMENTS

Drawings, details, specifications, reports, and other documents prepared by CONSULTANT, including those in electronic form, are instruments of service for use solely with respect to PROJECT. CONSULTANT shall be deemed the author and owner of the CONSULTANT's instruments of service and shall retain all common law, statutory, and other reserved rights, including copyrights. CONSULTANT retains ownership of any standard design elements, methodologies, and engineering computations developed independently of this Agreement.

Upon full and timely payment of all sums due under this AGREEMENT, CONSULTANT grants CLIENT a limited, nonexclusive license to use, reproduce, and distribute CONSULTANT's instruments of service solely for the purpose of completing, maintaining, or modifying PROJECT. CLIENT acknowledges that any future use, reuse, modification, or distribution of CONSULTANT's instruments of service without CONSULTANT's prior written consent is entirely at CLIENT's sole risk. CONSULTANT shall have no liability for any claims, damages, or expenses resulting from such unauthorized use. CLIENT expressly agrees to indemnify, defend, and hold CONSULTANT harmless from all liabilities, including attorneys' fees, arising from CLIENT's or any third party's unauthorized use, reuse, or modification of CONSULTANT's instruments of service. CLIENT expressly releases CONSULTANT from any liability arising from such future use and further agrees to defend, indemnify, and hold CONSULTANT harmless from any and all claims, damages, losses, liabilities, and expenses,

including attorney's fees, arising directly or indirectly from CLIENT's use, reuse, modification, or distribution of the Instruments of Service without CONSULTANT's written authorization. This indemnification obligation shall survive the completion or termination of this AGREEMENT.

Electronic versions of Instruments of Service are provided solely for convenience and shall not be considered contractually binding. In the event of any inconsistency between electronic and printed versions, the signed and sealed printed versions shall govern. CONSULTANT makes no representations regarding the compatibility, usability, completeness, or integrity of electronic files once transmitted. CLIENT agrees to indemnify and hold CONSULTANT harmless from any claims, damages, or losses arising from the use, alteration, or misinterpretation of electronic files.

If CLIENT fails to make full payment for services rendered, the license granted under this section shall be automatically revoked, and CLIENT shall immediately cease use of the CONSULTANT's instruments of service.

11. RIGHT OF ENTRY

CLIENT shall be responsible for securing all necessary permissions, approvals, rights-of-way, and permits to allow CONSULTANT's personnel and equipment access to PROJECT and any adjacent properties as required for the performance of services under this AGREEMENT, at no cost to CONSULTANT. CONSULTANT will take reasonable precautions to minimize damage to the property; however, CLIENT acknowledges that some disturbance may occur as a normal result of fieldwork. CONSULTANT shall not be responsible for repairing such disturbances unless caused by CONSULTANT's negligence. CLIENT agrees to indemnify and hold harmless CONSULTANT from any claims, damages, or liabilities arising from site access or preexisting conditions, except to the extent caused by CONSULTANT's negligence or willful misconduct.

12. INDEMNIFICATION

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT from and against any Claims, but only to the extent caused by CONSULTANT's negligent acts, errors, or omissions in performance of its obligations under this Agreement. CONSULTANT's indemnification obligations shall not extend to any Claims arising from the negligence, willful misconduct, or breach of contract by CLIENT or third party.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT from and against any Claims, but only to the extent caused by CLIENT's negligent acts, errors, or omissions in performance of its obligations under this Agreement. CLIENT's indemnification obligations shall not extend to any Claims arising from the negligence, willful misconduct, or breach of contract by CONSULTANT or third party.

Neither party shall have any duty to defend the other party against Claims, whether before or after a final determination of liability. Neither party shall be responsible for the legal fees, defense costs, or any expenses incurred by the other in responding to such Claims, unless otherwise required by applicable law and only to the extent such costs are covered by available insurance. Any obligation to indemnify shall be strictly limited to the extent of damages directly caused by the indemnifying party's negligence and shall not extend to claims arising from the other party's sole negligence, willful misconduct, or breach of contract.

Indemnification under this clause shall be strictly limited to Claims involving bodily injury, sickness, disease, death, or damage to tangible property directly caused by the indemnifying party. Under no circumstances shall either party be liable for consequential, special, or punitive damages, nor shall the indemnification obligation extend to economic losses unrelated to physical damage or injury.

This indemnification obligation shall survive termination or expiration of this Agreement for the duration of the applicable statute of limitations but shall apply only to Claims arising from acts or omissions that occurred during the Agreement's term.

13. INSURANCE

CONSULTANT shall maintain the following insurance coverages at its own expense for the duration of this AGREEMENT and, where applicable, for a period of two (2) years following completion of services:

A. Professional Liability Insurance (Errors & Omissions):
- Coverage for claims arising out of CONSULTANT's performance of professional services under this AGREEMENT.
- Minimum Limit: $1,000,000 per claim and $2,000,000 annual aggregate.
- Coverage shall remain in effect for at least two (2) years following project completion or AGREEMENT termination.

B. Commercial General Liability Insurance:
- Coverage for bodily injury, personal injury, and property damage resulting from CONSULTANT's operations.
- Minimum Limit: $1,000,000 per occurrence and $2,000,000 general aggregate.
- Includes contractual liability coverage but excludes professional services.

C. Automobile Liability Insurance:
- Coverage for owned, non-owned, and hired vehicles used in connection with the AGREEMENT.
- Minimum Limit: $1,000,000 combined single limit for bodily injury and property damage.

D. Workers' Compensation and Employers' Liability Insurance:
- In compliance with applicable state statutes.

Upon request, CONSULTANT shall provide CLIENT with certificates of insurance evidencing compliance with the requirements set forth herein prior to the commencement of services.

At CLIENT's request, CLIENT shall be named as an Additional Insured on the Commercial General Liability and Automobile Liability policies. CLIENT shall not be named as an Additional Insured on the Professional Liability policy, in accordance with insurability standards. To the extent permitted by law, both parties mutually waive and shall require their respective insurers to waive subrogation rights against each other and their respective officers, directors, employees, and subconsultants for damages covered by insurance. Each party shall obtain from its insurers any necessary endorsements to effectuate this waiver and shall provide evidence of such endorsement upon request. This waiver shall apply regardless of whether a party would otherwise have a duty of indemnification.

14. TERMINATION

14.1 TERMINATION FOR CAUSE

Either party may terminate this AGREEMENT for cause upon thirty (30) days advance written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT, through no fault of the terminating party. If the non-performing party begins to cure such substantial failure within the 30-day period and diligently proceeds to complete the cure within a reasonable timeframe, the AGREEMENT shall not terminate. However, if the breach remains uncured beyond the cure period, termination may proceed.

Notwithstanding the foregoing, CONSULTANT may terminate this AGREEMENT for cause with seven (7) days written notice if:

(a) CLIENT fails to make payments due under this AGREEMENT within 90 days of invoicing;
(b) CLIENT demands performance of services contrary to applicable laws, professional ethics, or standard of care; or
(c) CLIENT suspends or delays CONSULTANT's services for more than 90 consecutive days for reasons beyond CONSULTANT's control.

14.2 TERMINATION FOR CONVENIENCE

CLIENT may terminate this AGREEMENT for convenience upon fourteen (14) days advance written notice to CONSULTANT. In such case, CLIENT shall compensate CONSULTANT for all services performed up to the termination date, including reasonable costs directly attributable to termination, such as reassignment of personnel and contract closeout expenses.

14.3 PAYMENT UPON TERMINATION

Upon any termination, CLIENT shall pay CONSULTANT for all fees, charges, and reimbursable expenses incurred through the termination date, plus any reasonable costs directly attributable to termination. Once CONSULTANT receives this final payment, CONSULTANT shall provide CLIENT with copies of any work product completed up to the termination date. Ownership and all related rights to these documents remain governed by the OWNERSHIP OF DOCUMENTS provision contain herein, including any limitations on reuse and the requirement for indemnification.

Payment in full for services rendered and termination costs shall be made within thirty (30) days of invoice submission.

14.4 TERMINATION UPON COMPLETION

This AGREEMENT shall automatically conclude upon CONSULTANT's completion of all services explicitly outlined in Exhibit A and CLIENT's acceptance of such services, contingent upon CONSULTANT's receipt of full payment for all fees and other agreed-upon expenses.

Termination upon completion shall not affect CLIENT's ongoing obligations regarding the use of CONSULTANT's instruments of service, indemnification, limitations of liability, or any other provisions intended to survive termination, as outlined in this AGREEMENT.

14.5 SURVIVAL

The provisions of this Section shall survive termination and remain enforceable to the extent necessary to implement their purpose.

15. GOVERNING LAW AND DISPUTES

This AGREEMENT shall be governed by the laws of the state in which PROJECT is located. All dispute resolution proceedings shall be venued in the county and state where the services are rendered unless the parties mutually agree otherwise in writing. If jurisdictional requirements permit, either party may elect to bring the dispute in federal court.

The parties agree to first endeavor in good faith to resolve any dispute arising out of or related to this AGREEMENT through negotiation for a period of thirty (30) days before initiating mediation. If the dispute remains unresolved after this period, the parties shall proceed to mediation with a mutually agreed upon JAMS Global Engineering and Construction Group professional mediator. Mediation shall be a condition precedent to the initiation of any legal proceedings and shall be completed within 120 days, unless extended by mutual agreement of the parties. All mediation proceedings shall be confidential and not admissible in subsequent litigation or arbitration, except as necessary to enforce a mediated settlement agreement.

If the claim or controversy is not resolved by mediation, the claim or controversy may be resolved by final and binding arbitration conducted pursuant to JAMS Construction Arbitration Rules and Procedures, provided the parties mutually agree in writing prior to the commencement of any arbitration proceeding. Absent express mutual consent to arbitrate, all disputes shall be litigated in a court of competent jurisdiction in the state in which PROJECT is located, or in federal court if jurisdictional requirements are met.

Each party shall bear its own costs associated with mediation, litigation, or arbitration, except as otherwise required by law or mutually agreed in writing.

To the fullest extent permitted by law, the parties knowingly, voluntarily, and intentionally waive any right to a trial by jury in any action or proceeding arising out of or relating to this AGREEMENT. Each party represents and warrants that it has had the opportunity to consult with independent legal counsel regarding this waiver and enters into it freely and without reliance on any representations or inducements. This waiver shall survive the termination or expiration of this AGREEMENT.

16. NO THIRD PARTY BENEFICIARIES

Nothing in this AGREEMENT shall be construed to create, impose, or give rise to any rights, obligations, or cause of action in favor of any third party, including but not limited to subcontractors, suppliers, employees, or other entities not a party to this AGREEMENT, against either the CLIENT or the CONSULTANT.

17. WAIVER OF CONSEQUENTIAL DAMAGES

To the fullest extent permitted by law, CLIENT and CONSULTANT mutually waive all claims against each other for any consequential, incidental, special, punitive, or indirect damages, including but not limited to loss of use, loss of revenue, loss of anticipated profits, business interruption, or reputational harm, arising out of or related to this AGREEMENT or the services provided hereunder, regardless of the legal theory under which such damages are claimed, including negligence, strict liability, or breach of contract.

This waiver of consequential damages shall survive the completion, expiration, or termination of this AGREEMENT and shall apply to any claim arising from services performed under this AGREEMENT, regardless of when the claim is made.

18. FORCE MAJEURE

Neither CLIENT nor CONSULTANT shall be liable for any failure or delay in performing their obligations under this AGREEMENT due to causes beyond their reasonable control, including but not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters, fires, riots, war or other emergencies or acts of God, pandemics, or government-imposed restrictions.

If CONSULTANT's services are delayed due to a force majeure event, CONSULTANT shall notify CLIENT as soon as practicable, and the schedule for performance shall be equitably adjusted. In no event shall such delays be considered a breach of contract, nor shall CONSULTANT be liable for any damages arising directly or indirectly from such delays. If the force majeure event prevents performance for an extended period (e.g., more than 90 days), either party may terminate this AGREEMENT upon written notice.

19. HAZARDOUS MATERIALS

The CONSULTANT shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials or toxic substances in any form at PROJECT. If the CONSULTANT encounters or becomes aware of hazardous materials on or near the jobsite, the CONSULTANT shall immediately notify the CLIENT and, if required by law, the appropriate regulatory authorities.

The CONSULTANT may, at its option and without liability for direct, consequential, or other damages, suspend performance of its services under this AGREEMENT until the CLIENT retains appropriate professionals to identify, abate, or remove the hazardous materials and provides written confirmation that the site complies with all applicable laws and regulations.

The CLIENT shall indemnify and hold harmless the CONSULTANT, its officers, employees, and subconsultants from all claims, damages, and expenses (including attorneys' fees) arising from the presence, removal, or remediation of hazardous materials except to the extent caused by the CONSULTANT's negligence.

If the presence of hazardous materials necessitates additional services, delays PROJECT, or increases costs, the CONSULTANT shall be entitled to an equitable adjustment in compensation and schedule.

20. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of PROJECT to both the CLIENT and the CONSULTANT relating to CONSULTANT's provision of services in accordance with this AGREEMENT, the risks have been allocated such that the CLIENT agrees that CONSULTANT's total aggregate liability to CLIENT for any and all claims, injuries, losses, expenses, or damages whatsoever (including attorneys' fees and expert witness costs) arising out of or in any way related to the services provided under this AGREEMENT, regardless of the theories of liability or causes of action asserted, including but not limited to allegations of CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the greater of:

(a) The total amount of fees paid to CONSULTANT under this AGREEMENT; or
(b) One hundred thousand dollars ($100,000).

CONSULTANT currently maintains a policy of professional liability insurance. In no event shall CONSULTANT's liability exceed the available professional liability coverage at the time of the settlement or judgment. CLIENT and CONSULTANT acknowledge that this provision was expressly negotiated and agreed upon as a fair allocation of risk, and it is a material consideration for the CONSULTANT entering into this AGREEMENT. If any provision of this section is found unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

21. STATUTES OF LIMITATIONS AND REPOSE

CLIENT and CONSULTANT agree that the applicable state law will govern the time limits for bringing all claims arising out of this agreement. For purposes of calculating the applicable statutes of limitations and repose, any claim arising out of the contract or the services provided by CONSULTANT shall be deemed to have accrued no later than the issuance of CONSULTANT's final invoice for services under the contract. The applicable statutes of limitations or repose shall begin to run upon issuance of CONSULTANT's final invoice.

To the fullest extent permitted by law, CLIENT and CONSULTANT mutually agree that neither party shall initiate any legal proceedings after the expiration of the applicable statutes of limitations or repose. Nothing in this provision shall extend or shorten the time period for bringing claims beyond what is permitted under governing state law, nor shall it revive an otherwise barred claim or create any independent tolling of statutory limitations.

CONSULTANT shall maintain all PROJECT-related records, including correspondence, reports, drawings, specifications, and other relevant documentation, for a period of five (5) years following completion or termination of services under this AGREEMENT, or for such longer period as may be required by applicable law or regulation. If the applicable statute of repose exceeds five (5) years, CONSULTANT shall retain records until its expiration. Upon written request, CLIENT may obtain copies of retained records at CONSULTANT's standard reproduction cost, including reasonable administrative retrieval fees.

22. SOLE CORPORATE REMEDY

It is the intent of the parties to this AGREEMENT that the CLIENT's obligations and CONSULTANT's services in connection with PROJECT shall not subject the CLIENT's or CONSULTANT's individual shareholders, officers, directors, members, managers, or employees to personal liability for risks associated with PROJECT.

Therefore, notwithstanding anything to the contrary contained herein, the parties agree that as their sole and exclusive remedy, any claim, demand, or suit shall be directed and asserted only against the business entities that are the parties to this AGREEMENT, and not against any of the parties' individual shareholders, officers, directors, members, managers, or employees.

This limitation shall not apply to claims arising from willful misconduct that is conclusively determined by a court of competent jurisdiction, or where such limitation is expressly prohibited by applicable law. Further, each party agrees to indemnify and defend its officers, directors, and employees against third-party claims arising from their professional services under this AGREEMENT, to the extent covered by insurance and not otherwise excluded under applicable law.

23. SUCCESSORS, ASSIGNS, AND ASSIGNMENT

CLIENT and CONSULTANT each binds itself, its partners, successors, executors, administrators, and permitted assigns to this AGREEMENT and to the rights and obligations contained herein.

Neither CLIENT nor CONSULTANT shall assign, transfer, or delegate any rights or obligations under this AGREEMENT without the prior written consent of the other, which shall not be unreasonably withheld, conditioned, or delayed. Any unauthorized assignment shall be void and of no effect.

Nothing in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CONSULTANT, except as expressly stated in this AGREEMENT.

24. GENERAL PROVISIONS

24.1 SEVERABILITY
If any provision of this AGREEMENT is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to render it valid and enforceable. If modification is not possible, the provision shall be deemed severed from this AGREEMENT, and the remaining provisions shall continue in full force and effect.

24.2 WAIVER
The waiver of any term, condition, or provision of this AGREEMENT shall not be deemed a waiver of any other term, condition, or provision, nor shall it constitute a continuing waiver unless expressly stated in writing and signed by the waiving party. No failure or delay in exercising any right, remedy, or power under this AGREEMENT shall be construed as a waiver thereof.

24.3 ENTIRE AGREEMENT
This AGREEMENT, including all incorporated exhibits and attachments, represents the entire and integrated agreement between the parties. It supersedes all prior negotiations, representations, or agreements, whether written or oral. No amendment, modification, or waiver of any provision shall be binding unless made in writing and signed by both parties. In the event of any conflicts or inconsistencies between the terms contained in Exhibit A and those contained in the Standard Provisions of Agreement, the terms of the Standard Provisions of Agreement shall govern.

24.4 NOTICES
All notices, requests, demands, and other communications required under this AGREEMENT shall be in writing and shall be deemed duly given and received as follows: (i) if personally delivered, on the date of delivery, provided that the recipient acknowledges receipt in writing; (ii) if sent via certified or registered U.S. Mail, return receipt requested, three (3) business days after deposit in the mail, postage prepaid; (iii) if sent by overnight courier service (e.g., FedEx, UPS, or similar), on the next business day after deposit with such service, provided the sender has proof of dispatch; and (iv) if sent by electronic mail (email), on the date of transmission, provided that confirmation of receipt (e.g., reply email or automated read receipt) is obtained. All notices shall be addressed to the designated representatives of the parties as set forth in the AGREEMENT, and either party may update its designated contact by providing written notice to the other party.

25. RETAINER

CLIENT agrees to deposit the sum of <u>ZERO Dollars ($0)</u> as a retainer, receipt of which is a prerequisite for CONSULTANT to commence services for CLIENT. The retainer will be held by CONSULTANT in its general accounts, with all benefits accruing to CONSULTANT.

CONSULTANT may apply the retainer to any outstanding invoices that CLIENT has failed to pay within the time frames specified in this AGREEMENT, provided that CONSULTANT first issues a written notice to CLIENT at least five (5) business days before applying the retainer. This notice shall specify the outstanding invoice amount and provide CLIENT an opportunity to dispute or cure the non-payment within the notice period.

If any portion of the retainer is applied to an outstanding invoice, CLIENT shall replenish the retainer account to the original amount within ten (10) business days of CONSULTANT's written request. Failure to replenish the retainer may result in suspension of services at CONSULTANT's discretion, subject to any applicable notice requirements under this AGREEMENT.

The retainer, or any unused portion thereof, shall be refunded to CLIENT within thirty (30) days after the conclusion of CONSULTANT's services or termination of this AGREEMENT, whichever occurs first, provided that there is no outstanding balance owed to CONSULTANT. If a balance remains upon termination, CLIENT will be refunded the difference between the amount owed and the remaining retainer, if any.

Nothing herein shall limit CONSULTANT's rights to collect any remaining balance owed by CLIENT once the retainer is depleted, nor shall it be interpreted as a waiver of CONSULTANT's rights under applicable law or the dispute resolution provisions of this AGREEMENT. Furthermore, CLIENT acknowledges that any outstanding balance shall remain an enforceable obligation, and CONSULTANT retains all legal remedies available, including but not limited to collection actions, interest accrual on overdue amounts, and recovery of reasonable legal fees.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
12.a

Subject:
For Possible Action: To approve the Memorandum of Understanding (MOU) between Lyon County and Central Lyon Fire Protection District related to concurrent building plan review, fees, inspections, and building permit issuance. (Community Development Director, Gavin Henderson)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- CLFPD MOU Concurrent Plan Review - FINAL

MEMORANDUM OF UNDERSTANDING

BETWEEN

LYON COUNTY, NEVADA

AND

CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT

REGARDING BUILDING AND FIRE PLAN REVIEW COORDINATION

This Memorandum of Understanding ("MOU") is entered into by and between **Lyon County, Nevada**, a political subdivision of the State of Nevada ("County"), and the **Central Lyon County Fire Protection District**, a political subdivision of the State of Nevada ("District"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Lyon County is responsible for the administration and enforcement of building codes and the issuance of building permits for development projects within its jurisdiction; and

WHEREAS, the Central Lyon County Fire Protection District is responsible for the administration and enforcement of adopted fire and life safety codes within its jurisdiction; and

WHEREAS, certain development projects within the jurisdiction of the Central Lyon County Fire Protection District require review and approval by both the Lyon County Building Division and the District to ensure compliance with applicable building, fire, and life safety codes; and

WHEREAS, the Parties desire to establish a coordinated and efficient plan review process that allows building and fire plan review to occur concurrently while maintaining each agency's independent authority and responsibilities; and

WHEREAS, the Parties are authorized to cooperate and coordinate administrative functions pursuant to **Nevada Revised Statutes (NRS) Chapters 244, 474, and 277**.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

AGREEMENT

1. Purpose

The purpose of this Memorandum of Understanding is to establish a coordinated process for the review of building and fire protection plans associated with development projects located within the jurisdiction of the Central Lyon County Fire Protection District. The Parties recognize that concurrent review of building and fire plans promotes efficiency, improves coordination between agencies, and ensures compliance with applicable building, fire, and life safety codes.

2. Applicability

This MOU applies to building permit applications and associated construction plans submitted to Lyon County for development projects located within the jurisdictional boundaries of the Central Lyon County Fire Protection District that require review under adopted fire and life safety codes.

3. Plan Submittal Requirements

A. County Building Permit Submittal

Applicants shall submit building permit applications and construction plans to the Lyon County Building Division in accordance with County permitting procedures via online through the County's permitting system or in person.

B. Fire District Plan Review Submittal

Applicants shall separately submit fire plan review applications, fees and supporting documentation to the Central Lyon County Fire Protection District through the District's designated electronic plan review portal or other submission system as required by the District.

C. Applicant Responsibility

It shall be the responsibility of the applicant to ensure that all required materials are submitted to both the County and the District.

4. Concurrent Plan Review

The Parties agree that building and fire plan review processes shall occur concurrently to the extent practicable.

The County shall begin building plan review upon acceptance of a complete building permit application. The District shall conduct fire and life safety plan review in accordance with its adopted codes, standards, and procedures, and may utilize its own plan review software solely for the purpose of reviewing submitted plans. The District's use of its own software shall be limited to plan review only. All approvals, conditional approvals, or disapprovals of submitted plans shall be issued by the District through the County's software program. In all

cases, whether plans are submitted electronically or in hard copy format, the District shall also provide the County with a written letter of approval, conditional approval, or disapproval as dual authentication of its determination.

Each Party shall perform its review independently while coordinating with the other Party when issues arise that affect building design, site layout, fire apparatus access, water supply, fire protection systems, or other life safety considerations.

5. Coordination Prior to Permit Issuance

The County shall not issue a building permit until the District has issued a final determination indicating that fire and life safety plan review requirements have been satisfied. Such determination shall be required when fire plan review is required under the District's adopted codes, standards, and procedures.

For electronically submitted plans, the District's final determination shall be issued through the County's software program and shall be accompanied by a written letter of approval, conditional approval, or disapproval as dual authentication of the District's determination.

For hard copy plan submissions, the District shall issue its determination through the County's software program to the extent the system is capable of accommodating such submissions, and shall provide a written letter of approval, conditional approval, or disapproval as the official record of its determination.

In all cases, the County shall not issue a building permit until the District's determination within the County's software program or a corresponding written letter from the District have been received in the applicable form as described herein.

6. Fees

Each Party shall maintain its own fee schedule and shall independently collect fees associated with its respective review processes.

The Central Lyon County Fire Protection District shall collect its own plan review fees through its designated payment system or portal. Lyon County shall not be responsible for collecting, administering, or enforcing payment of fees on behalf of the District.

7. Inspection Coordination

The Parties acknowledge that both the County and the District may conduct inspections during the construction process to ensure compliance with applicable building, fire, and life safety codes. The Parties agree to coordinate inspections when practicable in order to minimize duplication of effort, reduce project delays, and provide efficient communication with applicants and contractors.

Nothing in this section shall limit the authority of either Party to conduct inspections necessary to enforce the codes and regulations within their respective jurisdictions.

8. Permit Issuance Coordination

The Parties acknowledge that Lyon County is the permitting authority responsible for the issuance of building permits. Upon completion of the District's required fire and life safety plan review and issuance of fire plan approval, the District shall provide confirmation of such approval to the applicant and the County.

Following such approval, the District shall not withhold or delay the issuance of a building permit by the County unless new or previously unidentified fire or life safety code issues are discovered that require additional review or correction.

Nothing in this section shall limit the authority of the District to enforce applicable fire and life safety codes during construction.

9. Term and Termination

This MOU shall become effective upon execution by both Parties and shall remain in effect until terminated by either Party. Either Party may terminate this MOU upon thirty (30) days written notice to the other Party.

10. Amendment

This Memorandum of Understanding is intended to function as an interlocal administrative agreement between public agencies pursuant to Nevada Revised Statutes (NRS) Chapter 277 governing interlocal cooperation between governmental entities.

This Memorandum of Understanding may be amended only by written agreement approved by the Board of County Commissioners of Lyon County and the Board of Fire Commissioners of the Central Lyon County Fire Protection District. Any amendment shall be adopted by formal action of each governing body and executed by authorized representatives of the respective Parties following such approval.

11. Governmental Immunity

Nothing contained in this Memorandum of Understanding shall be deemed or construed as a waiver of any immunity or limitation of liability afforded to either Party under Nevada Revised Statutes Chapter 41, including but not limited to NRS 41.0305, or under any other applicable provision of law.

12. No Financial Obligation

Nothing in this MOU shall be construed to create any financial obligation by one Party to the other unless expressly provided for in a separate written agreement.

13. No Third-Party Rights

This MOU is intended solely for the administrative coordination of the Parties and shall not create any enforceable rights or claims by any third party.

SIGNATURES

LYON COUNTY, NEVADA

Dated this _____ day of July, 2026

_____
Scott Keller, Chairman, Lyon County Board of County Commissioners

Attest:

_____
Staci Lindberg, Lyon County Clerk

CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT

Dated this _____ day of July, 2026

_____
Tim McHargue, Fire Chief, Central Lyon Fire Protection District

APPROVED TO AS TO FORM:

_____ DATED: _____
Stephen B. Rye, Esq,

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
12.b

Subject:
For Discussion and Possible Action: To review and discuss determine whether the staff should consider any changes, clarifications or revisions to Lyon County Development Code, Title 15.320.03, the Heavy Industrial Zoning District, including the zoning district's permitted uses and compatibility with surrounding land uses within the County's general land use framework (Gavin Henderson, Community Development Director).

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
13.a

Subject:
For Possible Action: Approve a five-year masterplan for the telephone surcharge. (Comptroller, Josh Foli)

Summary:
County ordinance and Nevada Revised Statutes require a five-year masterplan to be developed and adopted. The telephone surcharge advisory committee met and approved a five-year masterplan to be recommended to the Board of Commissioners. The priorities for this funding are: â€¢ hosted 911 phone system and phone lines, â€¢ Mobile computers and communication devices â€¢ Aircard fees for the mobile computers â€¢ Recording system equipment to record telephone calls â€¢ Radios for emergency responder communication with dispatch â€¢ eDispatch paging service for dispatch to communicate with emergency responders â€¢ Annual maintenance and support on the dispatch radio consoles used to communicate with emergency responders â€¢ Pagers

Financial Department Comments:
The masterplan identifies and prioritizes recommended expenditures to spend the telephone surcharge.

Approved As To Legal Form:

County Manager Comments:
Recommend Approval

Recommendation:
I move to approve the five-year masterplan for the telephone surcharge (Comptroller Josh Foli).

ATTACHMENTS
- 911 Surcharge Masterplan 2026-27

LYON COUNTY
TELEPHONE SURCHARGE FIVE-YEAR MASTERPLAN

This is the Lyon County five-year masterplan for the use of the proceeds of the Telephone Surcharge pursuant to NRS 244A.7641 through 244A.7647 and Lyon County Code Title 3, Chapter 10. The Lyon County Board of Commissioners shall, at least annually, review and, if necessary, update this master plan.

Funds generated by the Telephone Surcharge may only be used for the following purposes pursuant to NRS 244A.7645(2) and (3)(a):

- Purchasing and maintaining portable event recording devices and vehicular event recording devices;
- Paying recurring and nonrecurring charges for telecommunication services necessary for the operation of the enhanced telephone system;
- Paying costs for personnel and training associated with the routine maintenance and updating of the database for the system;
- Purchasing, leasing or renting the equipment and software necessary to operate the enhanced telephone system, including, without limitation, equipment and software that identify the number or location from which a call is made; and
- Paying costs associated with any maintenance, upgrade and replacement of equipment and software necessary for the operation of the enhanced telephone system.

The following eight items have been identified as the highest need and are listed in priority order with their estimated costs.

1. Hosted 911 phone system and phone lines. Estimated cost is $235,000 per year.
2. Purchase of mobile solution hardware and communications devices. This would include, in order: Geographical Positioning System (GPS) devices to report the location of each response unit; wireless communication equipment, such as aircards, to connect to the dispatching system; and mobile data devices, such as laptops or tablets, to access the dispatching software. Estimated cost is $100,000 per year.
3. Annual fees for aircard connectivity for the mobile solution hardware. Estimated cost is $74,000 per year.
4. Recording system equipment to record telephone calls. Estimated cost is an annual maintenance fee of $24,250 per year.
5. Radios for handheld, vehicle, and base station use for emergency responder communication with Dispatch. Estimated cost is $310,000 per year.
6. Electronic dispatch services for Dispatch to communicate with emergency responders. Estimated cost $205,000 per year in ongoing fees.
7. Maintenance agreement on the dispatch radio consoles to communicate with emergency responders. Estimated cost is $24,000 per year.
8. Pagers in an estimated cost of $26,000 per year.

These items are planned to be entirely funded through the telephone surcharge, but due to necessity and timing, may receive additional funding from monies in the General Fund, Capital Improvements Fund, or other County Funds from time to time as approved by the Lyon County Board of Commissioners.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
13.b

Subject:
For Possible Action: Approve a two-year contract beginning on July 31, 2026 with Threatlocker in the amount of $31,651.87 per year for network security software (Comptroller Josh Foli).

Summary:
This network security software will be used by the County to protect against network intrusions and malware. It was discussed and approved during the budget process.

Financial Department Comments:
This was included in the IT budget this fiscal year.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve a two-year contract beginning on July 31, 2026 with Threatlocker in the amount of $31,651.87 per year for network security software.

ATTACHMENTS
- Threatlocker Software Agreement
- Lyon County ThreatLocker Terms and Conditions

PROPOSAL PREPARED FOR:

Lyon County, NV

Thank you for your interest in ThreatLocker® solutions. Please take a moment to review the features included in your package.

PROPOSAL

First Invoice Date: **07/31/2026** Contract Term: **24 Months** Frequency: **Annually** Payment Terms: **Net 30**

Package	List Price	Discounted Price	Currency
Small Business Choice	**$70,655.52**	**$31,651.87**	**USD**

INCLUDED FEATURES

Small Business Choice

ENDPOINT

Endpoint 650 licenses. $48.70 per license.

- + Allowlisting
- + Ringfencing
- + Configuration Manager
- + Zero Trust Endpoint Firewall

ADDITIONAL FEATURES

- + SSO
- + 30 Days - Extended Retention Logs
- + 50 Saved Searches
- + Mobile Admin
- + Create Sub-Organizations
- + Testing Environment with Risk Center
- + App Store
- + Local Admin Management
- + Local Admin Policies
- + Dynamic ACLs
- + Network Policies

ONBOARDING AND SUPPORT

In addition to your purchase, a complimentary 5 hours of onboarding are also provided to you with the help of our dedicated US-based Cyber Hero® Team. Available 24/7, 365 days a year. Our Cyber Hero Team is here to help you and your organization adopt and transition to your Zero Trust framework with provided assistance.

5 HOURS OF ONBOARDING

AVAILABLE 24/7, 365 DAYS A YEAR

BILL TO

Please Note: ACH is the preferred payment method.
Payments made via credit card or PayPal will incur a 3% processing fee.
These fees are automatically added to the total amount due when those payment methods are selected.

Company:	Address:	City:
Lyon County, NV	27 S. Main Street	Yerington
State/Province:	**ZIP/Postal Code:**	**Country:**
NV	89447	US

ACCEPTANCE

The term of this agreement is **24 months** and is subject to the minimum outlined below.
This Agreement will automatically renew for successive one (1) year terms unless terminated in writing by either party 30 days before the renewal date.

You will be invoiced on the **31st** , starting **July 31, 2026** through **July 30, 2028**.
Please note: This contract is subject to a **3%** annual increase.

The parties agree that any additional quantities and/or additional services utilized in excess of the committed order quantities set forth herein shall be billed on a rolling annually basis. Such charges shall be paid in accordance with the payment terms set forth in the agreement.

Additionally, to maintain conditional pricing, the following customer obligation must be satisfied:

Requirement	Due Date
Lyon County, NV is required to sign by 7/31/2027 in order to retain the previously offered pricing.	**07/31/2027**

This Order shall be governed by the Terms and Conditions mutually agreed between the Parties and signed on _____ .
No other terms and conditions, whether preprinted on a purchase order or otherwise shall be considered to supersede, or operate in conjunction with, such signed Order Terms and Conditions.

Name: _____

Signature: _____

Date (MM/DD/YYYY): _____

Terms and Conditions

These Terms and Conditions ("**Terms**") are made part of the Agreement between ThreatLocker, Inc. ("**Company**") and the client listed in the Order (hereinafter "**Enterprise Partner**") which references these Terms and Conditions ("**Agreement**"). These Terms and Conditions will govern the sale and services of any Licensed Product(s) purchased by Enterprise Partner from the Company as described in any Order. Any terms not defined herein shall have the meaning given to them in the applicable Order. Hereinafter either party to this Agreement may be referred to individually as "Party" or collectively as "Parties."

1. **DEFINITIONS**. As used in this Agreement:

1.1 "**Agreement or Enterprise License Agreement**" shall mean the Agreement which shall be comprised of the Order, these Terms and any attachments included thereto as a whole.

1.2 "**Authorized User or End User"** shall mean any individual or entity authorized by virtue of such individual's relationship to the Enterprise Partner, including but not limited to employees, agents, and independent contractors of whom Enterprise Partner authorizes to use the Licensed Product, support Services and documentation solely for use by the End User and its Authorized Users for its intended purpose, in accordance with the specifications set forth in any Documentation included with the Agreement and the End User License.

1.3 "**Authorized Device**" means a server, partition, computer, or any other virtual or otherwise emulated hardware system controlled by or owned by Enterprise Partner that meets the requirements for operation of the Software as identified in the Software Documentation. Each Authorized Device, including its operating system, must be of a type on which the Software is designed to be used. If the Software license is subject to any quantity or Seat restrictions, Enterprise Partner is authorized to maintain the Software on the number of Authorized Devices as set forth in the applicable Invoice.

1.3 "**End User License**" shall mean the license agreement between Company and an End User issued by the Company to End User for the use of the Licensed Product.

1.4 "**Fees**" means, collectively, any License Fees, Services Fees, or any other Fee associated with the provision of the Licensed Product and or the Services.

1.5 "**Intellectual Property Rights**" means all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, mask work rights, moral rights, contract rights, and any other proprietary rights recognized by the laws of any country.

1.6 "**Invoice**" means any statement of charges issued by Company.

1.7 "**Licensed Product**" means the software or cloud-based services described in an Order, and any modified, updated, or enhanced versions of such software or services that Company may make available to Enterprise Partner and End Users pursuant to this Agreement.

1.8 "**Order**" means the document signed by an authorized representative of each Party that references these Terms and identifies the specific Licensed Products to be made available by Company, the deployment schedule for such Licensed Products and fees to be paid by Enterprise Partner to the Company.

1.9 "**Services**" means implementation services, training services, technical support services, or other customized services, provided by Company.

1.10 "**Seats or Endpoints**" means individual devices with a unique user identification that can utilize or be managed by the Software including, but not limited to, those individuals that are designated by Enterprise Partner.

1.11 "**Subscription Fees**" means the fees paid to Company for subscription licenses.

1.12 "**User Documentation**" means the documents made available to the Enterprise Partner by the Company in digital and print media which provides a description of the services and features to facilitate the use and training of the Licensed Product.

2. **LICENSES AND DELIVERY**.

2.1 **Licensed Product and User Documentation.** Subject to the terms and provisions of this Agreement, including Enterprise Partner's payment obligations, Company hereby grants to Enterprise Partner, and Enterprise Partner hereby accepts, a limited non-exclusive, non-transferable, non-assignable, and worldwide license for the License Term as reflected in the applicable Order to (i) install the Licensed Product in the quantities and/or Seats on Authorized Devices as set forth in the applicable Invoice, (ii) use the Licensed Product only for Enterprise Partner's internal business purposes in its normal course of business, and (iii) use the Licensed Product and the User Documentation to support the use of the Licensed Product and to conduct internal training for Enterprise Partner's employees and personnel.

2.2 **License Restrictions**. Enterprise Partner acknowledges that the Licensed Product may contain valuable trade secrets of Company and its suppliers. Accordingly, Enterprise Partner agrees not to modify, adapt, integrate into a package, or alter the Licensed Product. Enterprise Partner specifically agrees to limit the use of the Licensed Product, Services (if any), and Documentation to those specifically granted in this Agreement. Without limiting the foregoing, Enterprise Partner specifically agrees not to (i) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software or any portion thereof; (ii) modify, port, translate, localize or create derivative works of the Licensed Product; (iii) remove any of Company's, or its vendors', copyright notices and proprietary legends; (iv) attempt to circumvent, disable or defeat the limitations on Enterprise Partner's use of the Licensed Product which are encoded into the Licensed Product; (v) use the Licensed Product (a) to infringe on the intellectual property rights of any third party or any rights of publicity or privacy; (b) to violate any law, statute, ordinance or regulation (including but not limited to the laws and regulations governing export/import control, unfair competition, anti-discrimination and/or false advertising); (c) to propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data; (d) in any application that may involve risks of death, personal injury, severe property damage or environmental damage, or in any life support applications, devices or systems; and/or (e) such that the total number of Seats are not in excess of the total Seats allocated to Enterprise Partner as reflected in the applicable Invoice; (vi) file copyright or patent applications that include the Licensed Product or any portion thereof; (vii) make any Enterprise Partner copies of the Licensed Product except with the prior written approval of Company and for nonproductive backup purpose only.

2.3 **Transfers of the Software**. Transfers of the Licensed Product are not permitted except in the case where: (a) Enterprise Partner is in receipt of a prior written consent of Company, which may be withheld by Company in Company's sole discretion; (b) Enterprise Partner has paid any additional fee which Company may charge Enterprise Partner

in Company's sole discretion; (c) Enterprise Partner transfers the most recent production release of the Licensed Product, including any and all updates to the Licensed Product; and (d) the Licensed Product is removed from the Authorized Device from which it was transferred.

2.4 **Licensed Product Delivery and Installation**. Upon payment of the License Fee by the Enterprise Partner, Company shall deliver a link, key or otherwise to make the current version of the Licensed Product available to the Enterprise Partner. Whether by providing an electronic download, physical distribution, or any other form of conveyance, the Licensed Product shall be deemed delivered once it is made available to Enterprise Partner. Enterprise Partner shall be responsible for installation of the Licensed Product on an Authorized Device. The Enterprise Partner may also access and utilize any Documentation related to the Licensed Product delivered under the terms of the Agreement.

3.0 OWNERSHIP OF LICENSED PRODUCT AND INTELLECTUAL PROPERTY.

3.1 The Licensed Product, User Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of Company and its suppliers. All rights in and to the Licensed Product not expressly granted to Enterprise Partner in this Agreement are reserved by Company and its suppliers. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of Company's existing or future patents; Company agrees that it will not assert any of its rights under such patents against Enterprise Partner based upon Enterprise Partner's use of the Licensed Product as permitted by the Agreement.

3.2 **Relationship with End User**s.

(a) Enterprise Partner will immediately notify Company if Enterprise Partner becomes aware of any breach by End User or Authorized User.

(b) Enterprise Partner agrees to cooperate and assist Company in any action or effort to remedy or correct such End User breach.

(c) Upon the termination or expiration, Enterprise Partner shall collect and return to Company any Licensed Product and User Documentation in such End User or Authorized User's possession or control.

4. **SUPPORT**. The Company will provide the Enterprise Partner with access to its Cyber Heroes Help Desk system via Live Chat on https://portal.threatlocker.com available 24/7/365. When the Enterprise Partner requires support from the Company, the Enterprise Partner can submit a new support case ticket directly via the Cyber Heroes Help Desk system, whether logged into the 'As a Service' or not, or phone the support helpline on + 1 833-292-7732, option 1. A confirmation email will then be sent to the Enterprise Partner/Company with a unique case number for tracking and quality control purposes. The Company's personnel will be instantly notified of new cases as they arrive.

Company will support such requests for support noted above as reasonably possible relating to the Company products, however, Enterprise Partner shall at all times be liable for Enterprise Partner system and integration, as such is out of the control of Company. Enterprise Partner shall receive such Services for as long as Term of the Licensed Product.

Enterprise Partner acknowledges that some of the Licensed Product features allow the Company support team to communicate with the Licensed Product remotely via the internet to (i) determine if there are any updates, enhancements, or fixes available and if so to allow such updates, etc. to be provided to Enterprise Partner (if applicable) and (ii) for its technical support team to collect information which assists them in providing services to Enterprise Partner. Some of these features can be turned off by Enterprise Partner in the administrator user interface. The ability of technical support services to support Enterprise Partner efficiently will be impaired if Enterprise Partner turns off any of these features.

5. **ORDERS; PAYMENT**.

5.1 **Orders.** Enterprise Partner shall purchase the quantity of licenses to the Licensed Products for the Fees set forth in the applicable Order.

5.2 **Payment.** Enterprise Partner shall pay all Fees as set forth in the relevant Invoice. Amounts payable to the Company are due within fourteen (14) days of the Enterprise Partner's receipt of the invoice if paid by Credit Card, or thirty (30) days if paid by ACH. Any amount that is not paid when due will accrue interest at the lesser of either (i) 1% per month of the outstanding balance including and outstanding interest charges or other fees or (ii) the maximum rate permitted by applicable law, from the due date until paid, and all reasonable expenses incurred in collection, including reasonable attorneys' fees. Notwithstanding the foregoing, if any amount remains outstanding greater than sixty (60) days, Company shall have the right without further notice to Terminate the Agreement or suspend any such performance until such time in which all outstanding amounts are paid to the Company. If Enterprise Partner in good faith disputes all or a portion of an Invoice, then Enterprise Partner shall inform Company within five (5) business days following Enterprise Partner's receipt of the applicable Invoice. Following Company's receipt of Enterprise Partner's written dispute, the Parties shall work together, in good faith and acting reasonably, to resolve such dispute. Promptly following resolution of such dispute, Enterprise Partner shall pay any amounts determined to be owed because of the dispute's resolution. Notwithstanding the foregoing, Enterprise Partner shall be responsible for promptly paying that portion of the Invoice not in dispute.

5.3 **Taxes.** Enterprise Partner shall be liable for payment of, and all Fees are exclusive of, all local, state, and federal sales, use and excise or other similar taxes (including withholding taxes) and custom duties that are levied upon and related to the performance of obligations and exercise of rights under this Agreement. Company may be required to collect and remit such taxes from Enterprise Partner unless Enterprise Partner provides Company with a valid tax exemption certificate. Company will invoice Enterprise Partner for all such taxes based on the Licensed Product and/or Services provided. In no event will either Party be liable for any taxes levied against the other Party's net income.

6. **ENTERPRISE PARTNER'S OTHER OBLIGATIONS.**

6.1 **Compliance with Laws.** Enterprise Partner, at all times and at its sole cost and expense, will obtain all permits and licenses necessary for its performance under the Agreement and will comply with all applicable laws, rules, and regulations. Enterprise Partner shall refrain from any unethical conduct or any other conduct that tends to damage the reputation of Company or the Licensed Product in Enterprise Partner's use of the Licensed Product. Enterprise Partner acknowledges that the Licensed Product and/or Services are subject to export control laws in the United States, the United Kingdom (UK) and elsewhere. Enterprise Partner shall comply with all applicable export laws, obtain all applicable export licenses, and will not export or re-export any part of the Licensed Product to any country in violation of such restrictions.

Enterprise Partner will maintain records reasonably required to verify its compliance with this Agreement. Without limitation to the foregoing, Enterprise Partner will purchase sufficient licenses for the number of Seats it will need at all times. Upon Enterprise Partner's written request, not more frequently than annually, Company may audit Enterprise

Partner's use of the Licensed Product. Any such audit shall be conducted during Enterprise Partner's normal business hours and in such a manner as to avoid unreasonable interference with Enterprise Partner's business operations.

6.2 **Loyalty.** Enterprise Partner agrees that during the Term of this Agreement, Enterprise Partner shall not, in any manner, develop or participate in the development of any software products that are, or may be competitive with the Licensed Product unless Company has given its express prior written consent (which Company may grant or withhold in its sole discretion).

7. **CONFIDENTIALITY**.

7.1 **Confidential Information.** Each party (the "**Disclosing Party**") may from time to time during the term of this Agreement disclose to the other party (the "**Receiving Party**") certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("**Confidential Information**"). The Disclosing Party will mark all Confidential Information in tangible form as "confidential" or "proprietary" or with a similar legend. The Disclosing Party will identify all Confidential Information disclosed orally as confidential at the time of disclosure. Regardless of whether so marked or identified, any information that the Receiving Party knew or should have known, under the circumstances, would be considered confidential or proprietary by the Disclosing Party, will be considered Confidential Information of the Disclosing Party. Enterprise Partner acknowledges that any data collected during the use and/or provision of the Licensed Product and Services, including personal data, may be held on servers and/or in environments that are owned and controlled by Company or third parties it contracts with to provide the service. Company recognizes that such data is sensitive and will treat all such data as confidential when held in its controlled servers or environments.

7.2 **Protection of Confidential Information.** The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement and will disclose the Confidential Information of the Disclosing Party only to the employees of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. In addition to the data displayed through the Licensed Product, the Licensed Product may, from time to time, automatically report back information to Company's servers related to usage of the Licensed Product, without notice to End User ("**Usage Data**"). Usage Data means login usernames, IP addresses and hostnames that applications connect to, file names and full path, Hashes and SHAs and Files, Certificate Information (Not private keys), Status of Hard Drive Encryption (Not encryption keys), Computer Hostnames, File Access Information, such as Read, Write, Execute, Delete, Move, and Computer Registry change information. Enterprise Partner acknowledges and agrees that Company requires use of Cookies, and Enterprise Partner consents to the use of the Cookies and Usage Data may be used by Company in compliance with all applicable laws, including helping diagnose and resolve technical and performance issues in relation to the Licensed Product.

7.3 **Exceptions.** The Receiving Party's obligations under the subsection titled Protection of Confidential Information with respect to any Confidential Information of the Disclosing Party will terminate if the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order or a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

7.4 **Return of Confidential Information**. The Receiving Party will return or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information, including the Licensed Product, promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing, signed by an officer of the Receiving Party, that it has fully complied with its obligations under this subsection.

7.5 **Confidentiality of Agreement.** Neither party will disclose any terms of this Agreement to anyone other than its attorneys, accountants, and other professional advisors under a duty of confidentiality except (a) as required by law; (b) pursuant to a mutually agreeable press release or (c) in connection with a proposed merger, financing, or sale of such party's business (provided that any third party to whom the terms of this Agreement are to be disclosed signs a confidentiality agreement with terms no less restrictive than in this Agreement).

8. **WARRANTIES**.

8.1 **Warranties by Both Parties.** Each party warrants that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on such party's behalf has been duly authorized and empowered to enter into this Agreement.

8.2 **Company's Warranty.** Company warrants during the Term that the Licensed Product, when used as permitted under this Agreement and in accordance with the instructions in the User Documentation (including use on a computer hardware and operating system platform supported by Company), will operate substantially as described in the User Documentation. Company does not warrant that use of the Licensed Product will be error-free or uninterrupted or that the Licensed Product will meet the Enterprise Partner's operational requirements. Company is not responsible for errors or defects in the Licensed Product caused by Enterprise Partner's failure to comply with the requirements specified in the Documentation or changes in or to the operating characteristics of the Enterprise Partner's computer hardware or operating systems made after delivery of the Licensed Product or errors or defects in the Licensed Product caused by the interaction of the Licensed Product with any third-party programs or applications. The warranty set forth in this Section shall be void as to Licensed Product where noncompliance is caused or related to (a) any unauthorized alterations or modifications made to the Licensed Product by the Enterprise Partner, its personnel, or agents; (b) use of the Licensed Product other than in the operating environment specified in the Documentation; or (c) coding, information, or specifications created or provided by the Enterprise Partner or any third party. Company will, at its own expense and as its sole obligation and Enterprise PARTNER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY, USE COMMERCIALLY REASONABLE EFFORTS TO CORRECT ANY REPRODUCIBLE ERROR IN THE LICENSED PRODUCT REPORTED TO COMPANY BY ENTERPRISE PARTNER IN WRITING.

Company warrants that any Services provided by Company pursuant to the applicable Order shall be performed in accordance with the prevailing professional standards of the software industry. In the event of any breach of the warranty set forth in this Section, Company shall correct, at no additional charge to Enterprise Partner, any portion of the Services found not to meet prevailing professional standards of the software industry in accordance with the provisions of any Service Level Agreement ("**SLA**") that may be in place between the Parties. In the event an SLA is not in place between the Parties, if Company fails to correct the Services found not to meet prevailing professional standards

of the software industry in a commercially reasonable time period, then Enterprise Partner's sole and exclusive remedy shall be to receive a refund of any portion of Fees paid for the allegedly defective Services under the applicable Order.

8.3 **Disclaimer of Warranty**. THE LICENSED PRODUCT, DOCUMENTATION AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS. THE EXPRESS WARRANTIES IN THIS SUBSECTION ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE LICENSED PRODUCT OR THE USER DOCUMENTATION, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ENTERPRISE PARTNER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT AND THAT NO WARRANTIES ARE MADE BY ANY OF THE COMPANY'S SUPPLIERS.

8.4 **Enterprise Partner's Warranty.** Enterprise Partner has the authority to enter into this Agreement and will not make or publish any false or misleading representations, warranties, or guarantees on behalf of Company or its suppliers concerning the Licensed Product that are inconsistent with any warranties made by Company concerning the Licensed Product.

9. **INDEMNIFICATION.**

9.1 **Indemnification by Enterprise Partner**. Enterprise Partner agrees to defend, indemnify and hold harmless Company from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by third parties (including any End User or Authorized User) resulting from or relating to any (i) Enterprise Partner Usage Data; (ii) Enterprise Partner's use of the Licensed Product in violation of this Agreement infringes the Intellectual Property Rights of, or has otherwise harmed, a third party; and (iii) any and all claims resulting from the violation of the obligations included in this Agreement or any action or inaction by an Authorized User in violation of this Agreement or the End User License.

Enterprise Partner's obligations under this subsection are subject to the conditions that Company give Enterprise Partner prompt written notice of any such claim, allow Enterprise Partner to control the defense and settlement of the claim, and cooperate with Enterprise Partner, at Enterprise Partner's reasonable request and expense, in defending or settling the claim.

9.2 **Indemnification by Company**. Company agrees to defend, indemnify, and hold harmless Enterprise Partner from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by third parties alleging that the Licensed Product or User Documentation infringes or misappropriates any intellectual property right of a third party. The foregoing obligations are conditioned on Enterprise Partner notifying Company promptly in writing of such action, Enterprise Partner giving Company sole control of the defense thereof and any related settlement negotiations, and Enterprise Partner cooperating and, at Company's reasonable request, assisting in such defense. In addition, if the Licensed Product becomes, or in Company's opinion is likely to become, the subject of an infringement claim, Company may, at its option and expense, either (a) procure for Enterprise Partner the right to continue exercising the rights licensed to Enterprise Partner in this Agreement; (b) replace or modify the Licensed Product so that it becomes non-infringing and remains functionally equivalent; or (c) if Company determines that neither of the alternatives in (a) or (b) are feasible, immediately terminate this Agreement by written notice to Enterprise Partner, in accordance with the subsection titled Notices. Notwithstanding the foregoing, Company shall have no obligation under this subsection or otherwise with respect to any infringement claim based upon (i) any unauthorized use, reproduction, integration or distribution of the Licensed Product; (ii) any use of the Licensed Product in combination with other products, equipment, software, or data not supplied by Company; (iii) any use, reproduction, or distribution of any release of the Licensed Product other than the most current release made available by Company; or (iv) any modification of the Licensed Product by any person other than Company or its authorized agents or contractors. THIS SUBSECTION STATES COMPANY'S ENTIRE LIABILITY AND ENTERPRISE PARTNER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

10. **LIMITATION OF LIABILITY.** In no event will either party be liable for any consequential, indirect, exemplary, special, or incidental damages whatsoever, including but not limited to any lost data, lost profits, lost revenue, or increased costs of any kind, arising from or relating to this Agreement.

THE PARTIES EXPRESSLY AGREE UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL PAID TO COMPANY UNDER THIS AGREEMENT BY ENTERPRISE PARTNER IN THE PREVIOUS TWELVE (12) MONTHS.

Enterprise Partner acknowledges that the fees set forth in this Agreement reflect the allocation of risk set forth in this Agreement and that Company would not enter into this Agreement without these limitations on its liability. The foregoing limitations of liability are independent of any exclusive remedies for breach of warranty set forth in this Agreement.

11. **TERM AND TERMINATION**.

11.1 **Term**. The term of this Agreement will commence on the date on which this Agreement is executed by both Parties ("**Effective Date**") and shall remain in effect for the initial term set forth in the Order (the "**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms at the then current published retail pricing, however, such pricing escalation will not exceed eight percent (8%) annually (each a "**Renewal Term**"), unless either party provides notice to the other of its intention not to renew at least thirty (30) days prior to expiration of the Initial Term or the then-current Renewal Term. The Initial Term, any Trial Period (if applicable, as defined herein) and all Renewal Terms will collectively be referred to as the "**Term**".

11.2 **Termination.** Upon the occurrence of a breach of the terms of the Agreement, the non-breaching Party shall provide to the breaching Party a Notice alleging in sufficient detail the circumstances of the breach. The breaching Party shall be afforded a period of thirty (30) days from the date of such notice to cure the circumstances of the breach ("**Cure Period**"). In the event the breaching Party has not cured such breach in the period noted above, the non-breaching Party may immediately terminate the Agreement. Company shall also have the right to suspend access to the Licensed Product and the Services to Enterprise Partner in these circumstances or if Enterprise Partner has not paid the applicable Fees in accordance with this Agreement.

Notwithstanding the foregoing, Company shall have the immediate right to suspend or Terminate this Agreement upon the occurrence of any of the following actions by Enterprise Partner: (a) violating any applicable law, (b) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Licensed Product, (c) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Licensed Product except to the extent the foregoing restrictions are expressly prohibited by applicable law; (d) interfere with or attempt to interfere with the proper functioning of the Licensed Product; (e) attempt to engage in any potentially harmful acts that are directed against the Licensed Product or Company, including but not limited to violating or attempting to violate any security features of the Licensed Product; (f) conduct any penetration testing on the Software without Company's prior written consent or (g) accessing the Licensed

Product in order to build a similar or competitive website, product, or service. Furthermore, Company has a zero-tolerance policy for abuse, profanity or disparaging language, and threatening behavior and in the event any Enterprise Partner personnel engage in such behavior with Company or Company personnel, Company shall have the right to immediately suspend the use of such Licensed Product or Services until a resolution of such may be amicably reach between the Parties.

11.3 Either Party can terminate this Agreement immediately and without notice if a Party enters into compulsory or voluntary liquidation or is deemed unable to pay its debts as they fall due or convene a meeting of or enter into any composition with creditors or have an administrative receiver, receiver manager, or administrator appointed over all or some of the undertaking or assets or anything analogous to the events described occurs in any jurisdiction.

11.4 **Effects of Termination.**

(a) **Payment; Licenses; Licensed Product.** Upon termination or expiration of this Agreement for any reason, any amounts owed to Company under this Agreement before such termination or expiration will be immediately due and payable, all licensed rights granted in this Agreement will immediately cease to exist. Enterprise Partner must promptly discontinue all use and distribution of the Licensed Product and User Documentation, Enterprise Partner must return to Company all copies of the Licensed Product and User Documentation, delete all copies of the Licensed Product, and Enterprise Partner must certify to Company in writing signed by an officer of Enterprise Partner that it has fully complied with this requirement.

(b) **Survival.** Any and all provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed, kept, or performed after termination of this Agreement will survive the termination of this Agreement and remain binding upon and for the benefit of the parties, their successors and permitted assignees including, without limitation, Sections 1, 2.2, 2.3, 5.2 and Sections 6 through 12.

12. **GENERAL**.

12.1 **Governing Law and Venue**. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Nevada, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Enterprise Partner hereby expressly consents to the personal jurisdiction and venue in the state and federal courts located in Lyon County, Nevada for any lawsuit arising out of or relating to this Agreement or the transactions contemplated hereby. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12.2 **Dispute Resolution.** In an effort to promote the highest quality working relationship, the Parties agree that the following steps will be responsively and openly pursued in an effort to resolve any dispute under or arising out of this Agreement (each, a "**Dispute**") before resorting to litigation (except as may be necessary to preserve any rights or the status quo):

(a) All Disputes will be made in a written notice by Enterprise Partner or Company, respectively, initiating the process set forth herein (the "**Dispute Engagement Notice**"). Promptly after receipt of the Dispute Engagement Notice, both Parties shall discuss the issues, present reasonably requested documentation, and attempt to reach a settlement that is agreeable to both Parties. As part of the Dispute Engagement Notice, the Party initiating the dispute resolution process will submit a summary of the issues, the requesting Party's position and a summary of the evidence and arguments supporting its position.

(b) If the Dispute cannot be resolved by the Parties within forty-five (45) Business Days after receipt of the Dispute Engagement Notice, or such later date as the Parties may agree in writing, the Dispute shall be escalated to an executive of the Company and Enterprise Partner who has authority to settle the Dispute.

(c) If the Dispute cannot be resolved by the Parties within forty-five (45) Business days after the escalation noted in Section (b) above, then either Party may pursue any rights or remedies available under the Agreement, at law or in equity through judicial relief or, if agreed to by both Parties in writing, non-judicial relief through an alternative dispute resolution process. Both parties agree that any discussions and negotiations related to any proposed settlement of any Dispute may not be introduced into evidence by either Party in any judicial action or non-judicial alternative dispute resolution forum used to resolve such Dispute.

12.3 **Order of Precedence.** The documents forming the Agreement shall be considered complementary, and what is required by one shall be binding as if required by all. The Parties shall attempt to give effect to all provisions. The failure to list a requirement specifically in one document, once that requirement is specifically listed in another, shall not imply the inapplicability of that requirement.

However, in the event of irreconcilable conflict between the documents forming the Agreement the order of precedence shall be:
a) For the scope included therein, Agreement Amendments and Change Orders, with those of a later date having precedence over one of an earlier date.
b) These Terms and Conditions and their exhibits; and
c) The Order.

12.4 **Severability.** If any provision of this Agreement is, for any reason, held to be illegal, invalid, or unenforceable to any extent, the other provisions of this Agreement will remain legally valid and enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, Enterprise Partner agrees that the section titled Limitation of Liability will remain in effect notwithstanding the unenforceability of any provision in the subsection titled Company's Warranty.

12.5 **Sanctions.** The Parties agree that the Company shall have the right, in its sole discretion to; (i) restrict access to the Software; or (ii) reject or deny access to the Software; if Company determines such may pose a risk to Company's compliance with any international or political sanctions or reputation impacts, irrespective of the actual existence of any international or political sanctions.

12.6 **Waiver**. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.7 **Remedies.** Except as provided in the sections titled Warranties and Indemnification, the Parties' rights and remedies under this Agreement are cumulative. Enterprise Partner acknowledges that the Licensed Product contains valuable trade secrets and proprietary information of Company, that any actual or threatened breach of the sections and subsections titled License Restrictions, Trademark License or Confidentiality or any other breach of its obligations with respect to Intellectual Property Rights of Company will constitute immediate, irreparable harm to Company for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Company may seek immediate injunctive relief without the requirement for a Cure Period, to post bond or other security. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

12.8 **Assignment.** This Agreement, and Enterprise Partner's rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by Enterprise Partner without Company's prior written consent. Company may assign this Agreement to any affiliate or in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets, or other transaction resulting in a change of control, without consent of Enterprise Partner. Except as permitted in this Section, any attempted assignment or delegation without the other party's prior written consent will be void and of no effect.

12.9 **Force Majeure**. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, government action or inaction, pandemic or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

12.10 **Independent Contractors.** Company's relationship to Enterprise Partner is that of an independent contractor, and neither party is an agent or partner of the other.

12.11 **Notices.** Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed in the Order by personal delivery, by certified or registered mail (postage prepaid and return receipt requested), by a nationally recognized express mail service, or by email. Any such email correspondence to the Company is to be sent to notices@threatlocker.com. Notice by personal delivery will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. If delivered by email, any such notice will be considered to have been given upon dispatch during regular business hours, or otherwise the next business day. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

12.12 **Amendments.** Any amendment or change to the Agreement must be made in writing and signed by both Parties. Any such changes or scope performed prior to execution of such amendment or change shall not be deemed or construed to have changed the Company's liability or obligations in any way,

12.13 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

12.14 **Entire Agreement.** This Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the Parties with respect to such subject matter. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by both Parties.

12.15 **Third Party User Rights.** The Parties concur that this Agreement is made solely and exclusively for the benefit of the Parties and in no event are the Parties intending to grant any rights, interests or claims to, nor any benefit to any third party which shall include but is not limited to employees, users, or End Users of the Enterprise Partner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by persons duly authorized, as of the Agreement Effective Date.

Enterprise Partner		**ThreatLocker, Inc.**	
By:	_____	By:	_____
Name:	_____	Name:	Kim Gordon
Title:	_____	Title:	Contracts Manager
Date:	_____	Date:	July 10, 2026

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
14.a

Subject:
For Possible Action: Approve a budget transfer of $3,000 from the General Fund contingency to help pay for removal of 17 trees at Hillcrest Cemetery. (Doug Homestead, Facilities Director)

Summary:
Approve transferring $3000 from contingency to Hillcrest Cemetery's budget to help pay for removal of 17 trees. The cost of removal is $5,950 and the new budget for FY 2026-27 is $5,000. This will leave enough funds in the account to finish to make it through the 2026-27 year.

Financial Department Comments:
This would be funded from a budget transfer of the General Fund contingency.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve a budget transfer of $3,000 from the General Fund contingency to help pay for removal of 17 trees at Hillcrest Cemetery.

ATTACHMENTS
- Hillcrest Tree Removal Jul 26

MICHAEL TREES

TREE SERVICES BID PROPOSAL/CONTRACT AGREEMENT

Date: 6/13/2026

Proposal Submitted To: Hill Crest Cemetery

Job Site Address: 2458 State Route 208 Smith NV 89430

Phone: Mark Phillips 775-484-8060

1. Scope of Work. The contractor agrees to provide all labor, equipment, and materials necessary to perform the folelowing tree services at the job site address listed above:

Scope of Work: Removal of 17 Arborvitae Trees, Chipping, Stump grinding, and hauling of material to Renner Ranch in Smith NV.

Cleanup: Complete removal and chipping of all brush, logs, and debris resulting from the specified work. The work area will be raked and left clean.

2. Financial Terms & Payment

Total Cost: $5950 ($350 per tree @ 17 trees)

Payment Terms: Payment in full is due upon satisfactory completion of the specified work.

Deposit: A deposit of $0 is required prior to the commencement of work.

Acceptance of Proposal: The prices, specifications, and conditions outlined in this proposal are satisfactory and are hereby accepted. The contractor is authorized to perform the work as specified. Payment will be made as outlined above. This proposal is valid for 30 days from the date of issuance.

Customer Signature: _____ **Date:** _____

Owner Signature: Michael Hubbard **Date:** 6/13/2026

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
15.a

Subject:
For Possible Action: To discuss and provide direction to the County Manager in regards to developing a Bill Draft Resolution (BDR) for the 2027 Legislature, which may include: discussion on possible topics for a BDR; direction to staff to research and come back with information related to a possible BDR; and input from the public on possible topics for a BDR. The Board may direct staff to prepare a resolution and bring back to the Board for further consideration. (Emergency Management and Government Affairs Director, Taylor Allison)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
16.a

Subject:
For Possible Action: Approve the administrative correction of adding Emergency Management & Government Affairs Director to the Management Pay Plan for Fiscal Years 2027 and 2028, effective July 1, 2026. (Human Resources Director, Ben Evans)

Summary:
The Emergency Management & Government Affairs Director was moved to the D2 Salary Range during FY25, and this correction adds the position to the Management Pay Plan as presented on July 2, 2026.

Financial Department Comments:
This was included in the Fiscal Year 2026-2027 budget.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve the administrative correction of adding Emergency Management & Government Affairs Director to the Management Pay Plan for Fiscal Years 2027 and 2028, effective July 1, 2026.

ATTACHMENTS
- Management Pay Plan Fiscal Year 2027 and 2028

LYON COUNTY MANAGEMENT COMPENSATION PLAN
For Fiscal Years 2026-2027 and 2027-2028

This document establishes a compensation plan to attract and retain talented leadership across all Lyon County Departments. The classifications included in this plan serve as executives, department heads, or in positions with a similar level of complexity, authority, and responsibility. The plan has four components: salary ranges, starting salaries, performance evaluations, and salary adjustments.

Salary Ranges – Lyon County strives to provide competitive compensation to employees serving in key leadership positions. In addition, it strives for internal pay equity by placing comparable positions on the same pay scales. With these goals in mind, Lyon County has developed the management salary ranges set forth in Appendix A.

Starting Salaries – The starting salary for a new employee is an individualized determination based on several factors, including but not limited to qualifications, earning potential with competitors, the availability of other similarly-qualified candidates, and the County's ability to pay. If these factors so warrant, employees may be offered a starting salary above the bottom of the pay range with approval of the County Manager, in accordance with Lyon County's Personnel Policies.

Performance Evaluations – Performance management is an ongoing, bilateral process during which the employee and supervisor should freely exchange information regarding what is working, what is not, and how departmental or County-wide goals can best be met. This process ensures employees receive feedback regarding their performance, a clear understanding of goals and expectations, and support they reasonably need to meet those goals and expectations. Formal written evaluations are conducted annually on or before the employee's anniversary date and may be conducted more frequently if the County Manager or the employee's supervisor deems appropriate. As set forth below, salary adjustments are, in part, conditional on satisfactory performance.

Salary Adjustments – Salary adjustments are effective the first full pay period of the new fiscal year. The salary tables and base salaries of management personnel shall increase by, respectively, 3% and 3.5% on the first full pay period of each of the next two fiscal years. Salary tables for each fiscal year are set forth in Appendix A. Management personnel shall also receive 2.5% merit increases on their work anniversary dates if their overall annual performance evaluation is at least "on target;" provided, however that no employee's salary shall exceed the top of the salary range for his or her classification. Employees who are not eligible for a full merit increase because they are within 2.5% of the top of the salary range for their classification are eligible for a longevity bonus in accordance with Lyon County's Personnel Policies.

Appendix A - Management Salary Ranges

Director I: Commander, Facilities Director, Library Director, Roads Director, Utilities Engineer

Director II: Chief Deputy – Sheriff's Office, Chief Juvenile Probation Officer, Community Development Director, Emergency Management & Government Affairs Director, Human Resources Director, Human Services Director, Information Technology Director, Utilities Director

Director III: Comptroller / Administrative Services Director

Executive: County Manager

Fiscal Year 2026-2027
Effective first full pay period after July 1, 2026

Pay Grade	Employer Paid		Employee/Employer Paid	
	Min.	Max.	Min.	Max.
D1	$93,778.85	$140,238.39	$112,247.38	$167,856.52
D2	$105,542.16	$158,313.23	$126,327.32	$189,490.96
D3	$120,626.91	$180,940.36	$144,382.81	$216,574.21
E	$169,019.02	$227,418.56	$202,305.12	$272,205.69

Fiscal Year 2027-2028
Effective first full pay period after July 1, 2027

Pay Grade	Employer Paid		Employee/Employer Paid	
	Min.	Max.	Min.	Max.
D1	$96,592.22	$144,445.54	$115,614.80	$172,892.21
D2	$108,708.42	$163,062.63	$130,117.13	$195,175.70
D3	$124,245.72	$186,368.57	$148,714.30	$223,071.44
E	$174,089.59	$234,241.12	$208,374.27	$280,371.86

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
17.a

Subject:
For Possible Action: Accept a grant award from the State of Nevada Department of Health and Human Services, Division of Social Services, for the FY27 Rapid Response-Stabilization Services grant, in the amount of $268,287. (Human Services Director, Shayla Holmes)

Summary:
The FY27 Rapid Response-Stabilization Services grant funding will allow Lyon County Human Services the ability to enhance our existing Family Support Program to deliver rapid-response, wrap-around stabilization services to families impacted by substance use. Services will be delivered by FSP case managers, who provide in-home and community-based support.

Financial Department Comments:
There is not a match requirement.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- FY27 Rapid-Response Stabilization Services Notice of Subaward

State of Nevada
Department of Human Services
Division of Social Services
(hereinafter referred to as the Division)

Agency Ref. #: FRN2702
Budget Account: 3230
GL / Category: 8511 / 13
Job Number: TRAN3060
SubOrg: -

NOTICE OF SUBAWARD

Program Name/Source of Funds	**Subrecipient's Name:**
Division of Social Services Eligibility and Payments Diana Marchetti, Management Analyst IV DMarchetti@dss.nv.gov	Lyon County Human Services Shayla Holmes, Director/Public Guardian sholmes@lyon-county.org
Address: 1470 College Parkway Carson City, NV 89706	**Address:** 620 Lake Avenue Silver Springs, NV 89429
Subaward Period: Retroactive to July 1, 2026, through June 30, 2027	**Subrecipient's:** **EIN:** 88-6000097 **Vendor #:** T40156600 T **Unique Entity ID#:** UT4JJJ9N6L69

Purpose of Award: The purpose of the award is to enhance Lyon County Human Services ability to support and prevent system involvement to at risk families with children by providing rapid-response, wrap-around stabilization services to low-income families impacted by substance use. The program is designed to prevent child removal and deeper system involvement by addressing immediate barriers to stability through emergency assistance, transportation, childcare support, parenting education, behavioral health crisis response, and coordinated case management.

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

Approved Budget Categories:

	Total Approved Buget
1. Personnel (Salary & Benefits)	$111,001.00
2. Travel	$0.00
3. Operating	$3,495.00
4. Equipment	$0.00
5. Contractual/Consultant	$0.00
6. Training	$1,390.00
7. Other Expenses	$139,625.00
TOTAL DIRECT COSTS	**$255,511.00**
8. Indirect Costs	$12,776.00
TOTAL APPROVED BUDGET	**$268,287.00**

*Total Approved Budget amounts rounded to the nearest whole dollar.

FEDERAL AWARD COMPUTATION:

Total Obligated by this Action:	$	0.00
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:
Not Applicable

Federal Project Period:
Not Applicable

FOR AGENCY USE, ONLY

Source of Funds:	**% Funds:**	**CFDA:**	**FAIN:**	**Federal Grant #:**	**Federal Grant Award Date by Federal Agency:**
Funds for A Resilient Nevada, NRS 433.732 through NRS 433.744	100%	N/A	N/A	N/A	N/A

Agency Approved Indirect Rate:

Subrecipient Approved Indirect Rate:

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

1. This award is subject to the availability of appropriate funds.
2. Expenditures must comply with any statutory guidelines, the DHHS 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. All work performed during the retroactive period is subject to the requirements specified within the Incorporated Documents of this subaward. The subrecipient is responsible for adhering to all applicable statutory guidelines and federal regulations during the retroactive period.
4. Subrecipient must comply with all applicable Federal regulations
5. Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents:

Section A: Grant Conditions and Assurances;
Section B: Description of Services, Scope of Work and Deliverables;
Section C: Budget and Financial Reporting Requirements;
Section D: Request for Reimbursement;
Section E: Audit Information Request;
Section F: Division Confidentiality Addendum

	Signature	Date
Shayla Holmes, Director/Public Guardian Lyon County Human Services		
Shelly Aguilar, Chief, Eligibility & Payments Division of Social Services		
Robert H. Thompson, Administrator Division of Social Services		

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 Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Human Services, Division of Social Services (hereinafter referred to as Division) shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.

2. The Division or Recipient 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 Division or Recipient from its obligations under this Agreement.
    - The Division 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 Division and Recipient.
3. 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 Division. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Division, become the property of the Division, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
    - The Division may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Division may declare the Recipient ineligible for any further participation in the Division's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Division may withhold funding.

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

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

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

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

4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.

5. All reports for expenditures and requests for reimbursement processed by the Division are subject to audit.
    - If all documentation requested as part of Subrecipient monitoring activities is not received in a timely manner and if the Subrecipient fails to adequately explain that lack of cooperation with the monitoring activities, subsequent reimbursement payments may be withheld.

6. Compliance with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) as amended, and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, (29 U.S.C.794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); as amended, and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

7. Compliance with Title II and Title III of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, by the ADA Amendment Act of 2008 (42 U.S.C.12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36), Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

8. Compliance with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. 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.**

10. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

11. Compliance with Whistleblower protections under 41 U.S.C. 4712. No employee will be retaliated against for reporting concerns related to gross mismanagement, waste of Federal funds, abuse of authority, public health or safety risks, or violations of laws, rules, or regulations concerning Federal contracts or grants. The Subrecipient will inform its employees in writing about their rights and protections under 41 U.S.C. 4712 and related laws.

12. Compliance with Nevada Revised Statute, N.R.S. SB 318, § 7, and CFR Title 45, Part 92.201, by providing meaningful access to programs, services, and information for individuals with Limited English Proficiency (LEP). The Subrecipient shall implement policies to assess and identify LEP individuals' language assistance needs, notify LEP individuals about available free language services, translate vital documents, and ensure access to online services. Additionally, the Subrecipient will collect and maintain LEP-related data, and monitor LEP access to ensure compliance with these language access requirements.

13. Compliance with 2 CFR 200.303 (e), the subrecipient agrees to implement and maintain internal controls to protect sensitive data related to the grant, including personally identifiable information (PII) and other sensitive information as designated by the Federal agency or pass-through entity. The subrecipient shall take reasonable measures, including encryption and secure communication protocols, to safeguard this information against unauthorized access. The subrecipient also agree to apply all applicable federal and state security controls to the grant's operation and data protection requirement. Additionally, the subrecipient agrees to promptly notify the division of any cybersecurity incidents and take immediate action to mitigate risks, in compliance with applicable privacy and confidentiality laws.

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

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

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

17. An organization receiving grant funds through the Nevada Department of Human Services shall not use grant funds for any activity related to the following:

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

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

- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and

- Not specifically directed at:
    - Any member or employee of Congress, the Nevada Legislature, or a local governmental entity responsible for enacting local legislation;
    - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
    - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient 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 agrees to provide the Division with copies of all contracts, subawards, and or amendments to either such documents, which are funded by funds allotted in this agreement.

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

State of Nevada
Department of Human Services
Division of Social Services
NOTICE OF SUBAWARD

SECTION B

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

Scope of Work for: Subrecipient
(form amended 2.4.2021)

Goal 1: Stabilize families in crisis through rapid-response support.						
Objective	***Activities***	***Expected Outcomes***	***Timeline: Begin-Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
1.1 Provide emergency financial assistance for rent, utilities, food, and essential household items within 72 hours of identified need.	Complete needs assessment to identify urgent financial needs (rent, utilities, food, essential items). Verify eligibility determining 200% of poverty or less, and financial barriers through review of financial institution documents and budget. Issue payments to vendors or procure essential items (e.g., rent, utilities, diapers, food).	Families experience immediate stabilization of basic needs (housing, utilities, food, essential items). Increased ability to engage in treatment, employment, and services; reduced risk of crisis escalation and out-of-home placement.	Within three (3) days of first referral and ongoing.	Low-income families with children in Lyon County experiencing crisis due to substance use. Priority will be given to families experiencing housing instability, unemployment, and limited access to basic needs.	# of families receiving financial assistance; type of assistance provided (rent, utilities, food, essential items). # of families referred through crisis response and juvenile court. # of families maintaining housing stability at follow-up. Reduction in repeat crisis episodes within service period.	Assessment completed and documented in Welligent. Eligibility and documentation (pay stubs, bank account records, bills, rental agreements/leases, etc) recorded in Welligent. Payment documentation. Data captured in Welligent and reported in Power BI.
1.2 Provide up to three months of childcare assistance to support caregiver engagement in employment or treatment.	Assess childcare needs and barriers to employment/treatment. Verify eligibility and identify licensed childcare providers or appropriate care options. Authorize and coordinate childcare payments up to three (3) months. Transition families to long-term childcare or stable employment supports.	Increased caregiver ability to engage in employment and/or treatment; improved family stability. Reduced barriers to service participation; decreased risk of crisis escalation and out-of-home placement.	Within two (2) weeks of first referral and ongoing.	Low-income families with children in Lyon County experiencing crisis due to substance use. Priority will be given to families experiencing housing instability, unemployment, and limited access to basic needs.	# of families receiving childcare assistance. # of months of childcare provided (up to 3 months); percentage of caregivers engaged in employment and/or treatment during assistance period. # of families maintaining engagement in services. # of families transitioning to longer-term childcare supports or sustained employment.	Eligibility and documentation recorded in Welligent. Service plan in Welligent. Childcare provider identified and documented. Transition Plan document.

Goal 1: Stabilize families in crisis through rapid-response support.						
Objective	***Activities***	***Expected Outcomes***	***Timeline: Begin-Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
1.3: Provide transportation assistance, including rideshare services, to ensure timely access to medical, behavioral health, and employment-related services.	Set up accounts for rideshare apps and develop process. Assess transportation barriers related to medical, behavioral health, employment, and childcare access. Schedule and authorize rides for medical, treatment, employment, and childcare-related appointments.	Increased caregiver ability to engage in employment and/or treatment; improved family stability. Reduced barriers to service participation; decreased risk of crisis escalation and out-of-home placement.	Within four (4) weeks of first referral and ongoing.	Low-income families with children in Lyon County experiencing crisis due to substance use. Priority will be given to families experiencing housing instability, unemployment, and limited access to basic needs.	# of families assessed. # of rides scheduled.	Service plan in Welligent. Rides documents in welligent.

Goal 2: Increase caregiver capacity and family functioning.						
Objective	***Activities***	***Expected Outcomes***	***Timeline: Begin-Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
2.1 Expand delivery of Parent Project and Active Parenting curricula, including provision of participant workbooks to increase engagement and retention.	Have 2 additional case managers trained as Parent Project facilitators. Identify and enroll caregivers through FSP, crisis response, and juvenile court referrals. Deliver Parent Project and Active Parenting sessions (individual or group-based). Conduct follow-up with participants to assess application of skills.	Increased caregiver knowledge and use of effective parenting strategies. Improved caregiver capacity to manage child behavior and reduce conflict in the home. Increased participation and completion rates of parenting education programs. Improved family functioning and stability. Reduced frequency of crisis incidents and behavioral escalations.	Parent project to be scheduled at a minimum of three (3) times throughout the year. Active Parenting provided within one (1) week of first referral.	Low-income families with children in Lyon County experiencing crisis due to substance use. Priority will be given to families experiencing housing instability, unemployment, and limited access to basic needs.	# of caregivers enrolled. # completing curriculum.	Documentation of service delivery in Welligent. Sign in sheets. Pre and post surveys.

Goal 2: Increase caregiver capacity and family functioning.						
Objective	***Activities***	***Expected Outcomes***	***Timeline: Begin-Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
2.2 Utilize case managers to coordinate services across housing, behavioral health, employment, and childcare systems.	Conduct comprehensive assessment of family needs across housing, behavioral health, employment, and childcare. Develop integrated service plan with coordinated referrals across systems. Coordinate referrals to housing, treatment providers, employment services, and childcare resources.	Increased access to and utilization of coordinated services. Improved continuity of care across systems. Increased engagement in behavioral health treatment, employment, and childcare services. Reduced service fragmentation and duplication Improved family stability and functioning. Reduced risk of crisis escalation and out-of-home placement.	Within three (3) days of first referral and ongoing.	Low-income families with children in Lyon County experiencing crisis due to substance use. Priority will be given to families experiencing housing instability, unemployment, and limited access to basic needs.	# of families enrolled. # of service plans completed. # of referrals provided.	Assessment documented in Welligent. Service Plan created. Referrals tracked in Welligent.
2.3 Train case managers in home management and employment readiness support to assist families in building sustainable routines and income stability.	Identify and select training curriculum for home management and employment readiness (e.g., budgeting, household routines, job readiness). Provide training to FSP case managers (in-person or virtual). Integrate home management and employment readiness skills into case management practice.	Increased caregiver ability to manage household routines and responsibilities. Improved financial management and budgeting skills. Increased readiness for employment and job retention. Increased caregiver engagement in employment or job-seeking activities.	Within the first 90 days of program start date. Training completed and integrated within first six (6) months.	Staff completing the work with enrolled families.	# of Training hours completed.	Training certificates received. Invoices and enrollments into identified training.

Goal 2: Increase caregiver capacity and family functioning.						
Objective	***Activities***	***Expected Outcomes***	***Timeline: Begin-Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
2.4 Provide contracted respite services to reduce caregiver stress and prevent crisis escalation.	Identify and establish contracts with qualified respite service providers Assess caregiver need for respite services as part of case planning Develop respite plan based on family needs and risk factors Authorize and coordinate respite services through contracted providers	Reduced caregiver stress and burnout Increased caregiver capacity to manage family needs Decreased frequency of crisis incidents and behavioral escalations Increased engagement in services, treatment, and employment Improved family stability and functioning Reduced risk of out-of-home placement	Within 30 days of program starting and ongoing	Low-income families with children in Lyon County experiencing crisis due to substance use. Priority will be given to families experiencing housing instability, unemployment, and limited access to basic needs.	# of families assessed # of families provided respite services # of respite hours provided	Services plans Assessments completed Invoices and payments Information tracked and entered into Welligent

Goal 3: Ensure accurate and thorough programmatic record keeping and compliance with all levels of governmental oversight.						
Objective	***Activities***	***Expected Outcomes***	***Timeline: Begin-Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
3.0 Maintain Program Integrity	Subrecipient agrees to permit authorized auditors and/or Division, state and federal personnel full access to all required documentation.	To ensure that site visit staff and other auditors will have full access to records. Maintain program integrity and compliance through accurate and thorough programmatic record keeping.	Throughout the term of the subaward and/or upon audit. All records for each quarter shall be completed by the end of each corresponding quarter.	Not applicable	Site visit and audit report findings. Timely submission of required quarterly reports.	Any and all supporting documentation as requested by authorized auditors and/or state or federal personnel, which may include but is not limited to: • Program files • Business files • Accounting files • Case records • Applications • Verifications and related documentation required to determine initial and ongoing eligibility/certification for the program • Reports of expenditures • Requests for reimbursement • Invoices and receipts of payment • Certified time-tracking documents when applicable • Provider files

Goal 3: Ensure accurate and thorough programmatic record keeping and compliance with all levels of governmental oversight.						
Objective	***Activities***	***Expected Outcomes***	***Timeline: Begin-Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
3.0 Maintain Program Integrity (cont.).	Within required timeframes, Subrecipient agrees to develop corrective action plans to rectify any exceptions noted in monitoring and/or audit reports that place any office out of compliance with this agreement, federal/state statutes or regulations.	Identified corrective action plan for resolution on cited issues as identified in any monitoring or audit reviews.	When applicable, as specified in written notification/request.	Not applicable.	Comparison of noted exceptions and developed corrective action plans.	Copies of site visit monitoring and audit reports. Copies of approved corrective action plans. Any and all supporting documentation as requested by authorized state or federal personnel.
	All documents, books, records, reports and statements relevant to this subaward to be retained for the time period specified in this subaward.	To maintain needed records to comply with audit requirements.	Throughout the term of the subaward and for five (5) years after the federal award period ends. Retention time shall be extended when an audit is scheduled or in-progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.	Not applicable.	Retention of records.	All documents, books, records, reports, and statements relevant to this subaward. Any and all supporting documentation as requested by authorized state and federal personnel.
	Subrecipient agrees to submit a Request for Reimbursement (RFR) to the Division monthly, no later than 10 days after the end of the month services were rendered. A complete financial accounting of all expenditures shall be submitted to the Division within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any unobligated funds shall be returned to the Division at that time, or if not already requested, shall be deducted from the final award. Carry forward funds are not allowable.	To ensure timely and accurate submission of the Request for Reimbursements and payment reimbursement of those claims. To avoid stale claims by billing for the date expenditures were paid by the Subrecipient.	Request for Reimbursements are due monthly, no later than 10 days after the end of the month services were rendered.	Not applicable.	Dates of submission of all required documents in complete and accurate form. Requests for Reimbursement are complete, accurate and submitted with all required back up documentation. Date the expenditure was paid by the Subrecipient.	Complete and Accurate: • Request for Reimbursement form • Back-up Report listing Contractual Vendors, Budgeted Amounts, Expended Amounts by Month, YTD expended and % expended

Goal 3: Ensure accurate and thorough programmatic record keeping and compliance with all levels of governmental oversight.						
Objective	***Activities***	***Expected Outcomes***	***Timeline: Begin-Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
3.0 Maintain Program Integrity (cont.).	If a Request for Reimbursement is received after the 45-day closing period, the Division may not be able to provide reimbursement. Subrecipient agrees to submit Requests for Reimbursement monthly for expenditures that were paid by the Subrecipient within the current subaward period.		Refer to Close of Subaward Period guidelines in the Terms and Conditions.			
	The Division will process payment to the Subrecipient within 30 days after the Division has received all required complete and accurate Request for Reimbursement forms and backup documents.	To ensure timely and accurate payment reimbursement of claims.	Within 30 days of receipt of the complete and accurate monthly Request for Reimbursement and all required complete and accurate supporting documentation as outlined in this subaward.	Not applicable.	Dates of submission of all complete and accurate Request for Reimbursement forms and backup documentation. Date of submission of payment to the State Controller's Office.	All required documents in complete and accurate form as outlined in the row above.
	The Division will process expenses based on the date the Subrecipient paid the expense.	To ensure timely and accurate payment reimbursement of claims.	Within 30 days of receipt of the complete and accurate monthly Request for Reimbursement and all required supporting documentation as outlined in this subaward.	Not applicable.	Dates of submission of all complete and accurate Request for Reimbursement forms and required backup documentation. Date of submission of payment to the State Controller's Office.	All required documents in complete and accurate form as outlined in this subaward.

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

State of Nevada
Department of Human Services
Division of Social Services
NOTICE OF SUBAWARD

SECTION C

Budget and Financial Reporting Requirements

Any activities performed under this subaward shall acknowledge the funding was provided through the Division through the Funds for A Resilient Nevada, NRS 433.732 through NRS 433.744 from.

Subrecipient agrees to adhere to the following budget:

Applicant Name: Lyon County Human Services

BUDGET NARRATIVE
(form revised February 2021)

Total Personnel Costs	including fringe	**Total:**	**$111,001**

List staff, positions, percent of time to be spent on the project, rate of pay, fringe rate, and total cost to this grant.

	Annual Salary	Fringe Rate	% of Time	Months	Percent of Months worked Annual	Amount Requested
Delgado, Ashley, Licensed Clinical Social Worker (LCSW), Position Control #60003	$77,271.00	59.000%	50.000%	12	100.00%	$61,430

Licensed Clinical Social Worker (LCSW) will respond to youth in crisis, deliver evidence based intervention including deescalation and potential to provide needed documentation for youth mental health hold. Lyon County employee fringe benefits include PERS retirement (employer contribution), Medicare (1.45%), health insurance (medical, dental, and vision), basic life insurance, workers' compensation, and unemployment insurance all dependent on the individuals selections so these rates vary by staff member.

	Annual Salary	Fringe Rate	% of Time	Months	Percent of Months	Amount Requested
Marissa Armendariz, Senior Case Manager Position Control #60106	$68,849.00	44.000%	50.000%	12	100.00%	$49,571

Senior Case Managers provide case management to high-risk cases such as those referred to the department by law enforcement, the Division of Child and Welfare Services and/or Juvenile Court. This position will create services plans in accordance with the clinician and provide linkage and monitoring to ensure the service plan is followed through. Lyon County employee fringe benefits include PERS retirement (employer contribution), Medicare (1.45%), health insurance (medical, dental, and vision), basic life insurance, workers' compensation, and unemployment insurance all dependent on the individuals selections so these rates vary by staff member.

Total Fringe Cost	**$37,941**	**Total Salary Cost:**	**$73,060**
Total Budgeted FTE	1.00000		

Travel	**Total:**	**$0**

Operating	**Total:**	**$3,495**

List tangible and expendable personal property, such as office supplies, program supplies, etc. Unit cost for general items are not required. Listing of typical or anticipated program supplies should be included. If providing meals, snacks, or basic nutrition, include these costs here.

			Subtotal			
Active Parenting Workbooks, $22.95 per book x 100 books.			$2,295.00			
Parent Project Workbooks $120 (10 books per package) x 10 packages.			$1,200.00			

Justification: Funding for Active Parenting and Parenting Project books will allow us to provide evidence-based education that strengthens parenting skills, promotes positive child development, and reduces the risk of child abuse and neglect. This funding will ensure parents receive practical tools and support to build safe, stable, and nurturing home environments, leading to stronger families and improved long-term outcomes for children.

Equipment	**Total:**	**$0**

Contractual/ Consultant	**$0**

Training	**Total:**	**$1,390**

List all cost associated with Training, including justification of expenditures.

		Subtotal			
Parent Project facilitator online training (2 Senior Case Managers x $695.00 each) parentproject.com/facilitator-training.		$1,390.00			

Justification: The Parent Project directly supports families by equipping staff to deliver evidence based parenting classes. The Parent Project focuses on hard to serve families with children at risk of out-of-home placement and exhibiting risky behavior.

Other Expenses	**Total:**	**$139,625**

Identify and justify these expenditures, which can include virtually any relevant expenditure associated with the project, such as audit costs, car insurance, client transportation, etc. Stipends or scholarships that are a component of a larger project or program may be included here, but require special justification.

Description			Subtotal			
Emergency Assistance (rent, utilities, food) $2,465 avg rent per month x 25 families.			$61,625.00			
Emergency Assistance (childcare facility) $800 a month x 3 months x 20 families.			$48,000.00			
Emergency Assistance (diapers) $100 diapers per month x 3 months x 50 families.			$15,000.00			
Transportation and job assistance: Uber-estimated $200 round trip x 75 trips.			$15,000.00			

Justification: Funding for emergency assistance, including rent, utilities, food, childcare, diapers, transportation, and employment support, is essential to stabilize families in crisis and prevent child removal and substance use escalation. Funding will be used to directly offset urgent financial barriers, enabling families to safely remain in their homes and engage in services. Transportation assistance ensures consistent participation in nonemergent appointments, treatment, and employment activities, while childcare support allows caregivers to attend appointments and maintain or obtain employment.

TOTAL DIRECT CHARGES			**$255,511**
Indirect Charges	**Indirect Rate:**	5.000%	**$12,776**

Indirect Methodology: 5% of all direct expenses per Federally approved indirect agreement.

TOTAL BUDGET	**Total:**	**$268,287**

*Total Budget amounts rounded to the nearest whole dollar.

State of Nevada
Department of Human Services
Division of Social Services
NOTICE OF SUBAWARD

Applicant Name: Lyon County Human Services **Form 2**

PROPOSED BUDGET SUMMARY
(form revised February 2021)

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

FUNDING SOURCES	Division Social Services (Division)	*County Tax Rate*	*Lyon County Resilient Families (LCRF) State RFN*	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
Pending		*$67,841*	*$61,919*	$0	$0	$0	$0	$0	*$129,760*
ENTER TOTAL REQUEST	$268,287	$0	$0	$0	$0	$0	$0	$0	$268,287
EXPENSE CATEGORY									
Personnel	$111,001	*$67,841*	*$61,919*						$240,761
Travel	$0								$0
Operating	$3,495								$3,495
Equipment	$0								$0
Contractual/Consultant	$0								$0
Training	$1,390								$1,390
Other Expenses	$139,625								$139,625
Indirect	$12,776								$12,776
TOTAL EXPENSE	$268,287	$67,841	$61,919	$0	$0	$0	$0	$0	$398,047
These boxes should equal 0	$0	$0	$0	$0	$0	$0	$0	$0	$0

*Total budget amounts rounded to the nearest whole dollar.

Total Indirect Cost	$12,776

Total Agency Budget	$268,287
Percent of Subrecipient Budget	67%

B. Explain any items noted as pending:

The FY27 Lyon County budget is in the review process. The FY27 LCRF, which is funded by Funding for a Resilient Nevada (FRN) Grant Application is in process; however, the subrecipient anticipates this funding stream to continue.

C. Program Income Calculation:

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

- Equipment purchased with these funds belongs to the program from which this funding was appropriated and shall be returned to the program upon termination of this agreement. All equipment purchased with these funds is subject to the requirements and conditions set forth in 2CFR200.313 (including, but not limited to, equipment use, maintenance, inventory, management, and/or disposal). All equipment and high-risk items (i.e., cameras, laptops, televisions) must be inventoried annually and made available for review upon request.

- 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 program Contract Monitor or Program Manager shall, when federal funding requires a specific match, maintenance of effort (MOE), "in-kind", or earmarking (set-aside) of funds for a specific purpose, have the means necessary to identify that the match, MOE, "in-kind", or earmarking (set-aside) has been accomplished at the end of the grant year. If a specific vendor or subrecipient has been identified in the grant application to achieve part or all of the match, MOE, "in-kind", or earmarking (set-aside), then this shall also be identified in the scope of work as a requirement and a deliverable, including a report of accomplishment at the end of each quarter to document that the match, MOE, "in-kind", or earmarking (set-aside) was achieved. These reports shall be held on file in the program for audit purposes, and shall be furnished as documentation for match, MOE, "in-kind", or earmarking (set-aside) reporting on the Financial Status Report (FSR) 90 days after the end of the grant period."*

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 ***$268,287.00;***
- Submit Requests for Reimbursement (RFRs) monthly, no later than the 15th of the following month.
- RFRs and the RFR Workbook will be accompanied by all appropriate supporting documentation as specified in Goal 3, Objective 3.1 of Section B – Scope of Work on the Incorporated Documents;
- Additional expenditure detail will be provided upon request from the Division.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Division within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Division 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 Division may not be able to provide reimbursement.
- If a credit is owed to the Division after the *45-day closing period*, the funds must be returned to the Division within 30 days of identification.
- ***Closeout-*** The Subrecipient agrees to submit all required reports, including financial, performance, and any other reports specified by the Subaward, within *45 days after the end of the subaward performance period*, or an earlier date as mutually agreed upon by the Division and Subrecipient. All costs must be incurred during the approved budget period of the subaward unless otherwise specified by the Division.
- In accordance with 2 CFR § 200.344, *45 calendar days after the conclusion of the period of performance* of the subaward, this serves as the notification of closeout unless a justified written extension has been requested by the Subrecipient and approved by the Division.

The Division agrees:

- Identify specific items the program 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 Division reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Division.

Both parties agree:

- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to comply with Section F, which is specific to this subaward, and will be in effect for the term of this subaward.
- Delinquent, inaccurate and/or incomplete billing claims and requests for reimbursement may be subject to non-payment.
- All reports of expenditures and requests for reimbursement processed by the Division 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 Division, 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 10th of the following 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.

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

State of Nevada
Department of Human Services
Division of Social Services
NOTICE OF SUBAWARD

Agency Ref. #: FRN2702
Budget Account: 3230
GL / Category: 8511 / 13
Draw #:

SECTION D
Request for Reimbursement

Program Name:	**Subrecipient Name:**
Division of Social Services	Lyon County Human Services
Eligibility and Payments	
Address:	**Address:**
1470 College Parkway	620 Lake Avenue
Carson City, Nevada 89706	Silver Springs, NV 89429
Subaward Period:	**Subrecipient's:**
Retroactive to July 1, 2026 through June 30, 2027	**EIN:** 88-6000097
Budget Period:	**Vendor #:** T40156600 T
July 1, 2026 through June 30, 2027	

FINANCIAL REPORT AND REQUEST FOR FUNDS

(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	$111,001.00	$0.00	$0.00	$0.00	$111,001.00	0.0%
2	Travel	$0.00	$0.00	$0.00	$0.00	$0.00	-
3	Supplies/Operating	$3,495.00	$0.00	$0.00	$0.00	$3,495.00	0.0%
4	Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	-
5	Contractual/Consultant	$0.00	$0.00	$0.00	$0.00	$0.00	-
6	Training	$1,390.00	$0.00	$0.00	$0.00	$1,390.00	0.0%
8	Other Expenses	$139,625.00	$0.00	$0.00	$0.00	$139,625.00	0.0%
9	Indirect	$12,776.00	$0.00	$0.00	$0.00	$12,776.00	0.0%
	Total	**$268,287.00**	**$0.00**	**$0.00**	**$0.00**	**$268,287.00**	**0.0%**

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported*	Year to Date Total	Match Balance	Percent Match Completed
0	$0.00	$0.00	$0.00	$0.00	$0.00	-

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

Authorized Signature _____ Title _____ Date _____

OFFICE USE ONLY - DEPARTMENT OF HEALTH AND HUMAN SERVICE - OFFICE USE ONLY

Program contact necessary? _____ Yes _____ No Contact Person: _____

Reason for contact: _____

Scope of Work/approval date: _____ Signed: _____

Fiscal Review/approval date: _____ Signed: _____

Rvsd 12/2020

State of Nevada
Department of Human Services
Division of Social Services
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 [X] NO [ ]

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

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

5. How often is your organization audited? Annually

6. When was your last audit performed? November 2025

7. What time-period did your last audit cover? July 1, 2024 - June 30, 2025

8. Which accounting firm conducted your last audit? Sciarani & Co

9. Subrecipient shall submit a copy of the Single Audit report annually to the Division. Subrecipients are required to submit a complete copy of the Single Audit reporting package to the division for review within 30 calendar days following its release by the Federal Audit Clearinghouse (FAC). Single audits may be submitted electronically to DSSaudits@dss.nv.gov or by mail to:

   Division of Social Services
   1470 College Parkway
   Carson City, NV 89706-2009

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

State of Nevada
Department of Human Services
Division of Social Services
NOTICE OF SUBAWARD

SECTION F

Confidentiality Addendum

BETWEEN

The Division of Social Services

Hereinafter referred to as "Division"

and

Lyon County Human Services

Hereinafter referred to as "Subrecipient"

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

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

NOW, THEREFORE, Division and Subrecipient agree as follows:

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

1. **Agreement** shall refer to this document and that agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Subrecipient** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

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

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW
Subrecipient hereby agrees it shall not use or disclose the confidential information provided, viewed, or made available by Division for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT
Subrecipient shall be permitted to use and/or disclose information accessed, viewed, or provided from Division for the purpose(s) required in fulfilling its responsibilities under the primary agreement.

V. USE OR DISCLOSURE OF INFORMATION
Subrecipient may use information as stipulated in the primary agreement if necessary, for the proper management and administration of Subrecipient; to carry out legal responsibilities of Subrecipient; and to provide data aggregation services relating to the health care operations of Division. Subrecipient may disclose information if:

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

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

IN WITNESS WHEREOF, Subrecipient and the Division have agreed to the terms of the above written Addendum as of the effective date of the agreement to which this Addendum is made a part.

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

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: July 16, 2026

Agenda Item Number:
18.a

Subject:
For Possible Action: Approve an Interlocal Agreement between Douglas County and Lyon County for Douglas County to provide Lyon County with temporary juvenile detention services provided that space is available in the amount of $300 per day until June 30, 2027. This agreement can be renewed for successive one-year periods prior to expiration of the initial term of the agreement and any subsequent one-year extension. (Chief Juvenile Probation Officer, Brian Kirkley)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Douglas County Detention MOU
- Douglas County Detention MOU Attachment A

INTERLOCAL AGREEMENT FOR
JUVENILE DETENTION SERVICES
BETWEEN
DOUGLAS COUNTY, NEVADA BY AND THROUGH THE NINTH JUDICIAL DISTRICT COURT
AND THE DOUGLAS COUNTY JUVENILE PROBATION DEPARTMENT
AND THE
BETWEEN
LYON COUNTY, NEVADA BY AND THROUGH THE THIRD JUDICIAL DISTRICT COURT AND
THE LYON COUNTY JUVENILE PROBATION DEPARTMENT

This agreement is by and between Douglas County, Nevada acting by and through the Ninth Judicial District Court and the Douglas County Juvenile Probation Department, (hereinafter collectively referred to as "Douglas County"), and Lyon County, Nevada acting by and through the Third Judicial District Court and the Lyon County Juvenile Probation Department, (hereinafter collectively referred to as the "Lyon County").

RECITALS

WHEREAS, Douglas County, a political subdivision of the State of Nevada, through the Juvenile Probation Department, operates a Juvenile Detention Facility, ("Detention Facility") located at 175 U.S. Hwy 50, Stateline, Nevada 89449; and

WHEREAS, the Detention Facility has, from time to time, vacant beds available for use by other agencies, including juvenile detainees of Lyon County; and

WHEREAS, Douglas County is authorized pursuant to NRS 277.180 to enter into Interlocal Agreements with other public agencies to perform any governmental service, which includes providing detention services at the Detention Facility to other public agencies, including Lyon County, as defined in NRS 277.100; and

WHEREAS, Lyon County desires to enter into an interlocal agreement with Douglas County for juvenile detention services at the Detention Facility operated by Douglas County; and

WHEREAS, in the interest of promoting the general welfare and safety of its community, Lyon County has determined that it is in its best interests to enter into an Interlocal Agreement with Douglas County for juvenile detention services at the Detention Facility; and

WHEREAS, Douglas County is willing to provide juvenile detention services to via its Detention Facility Lyon County.

NOW THEREFORE, in consideration of the covenants and agreements herein made, the parties mutually agree as follows:

Section 1. Effective Date & Term Agreement.

This agreement shall be effective upon signing by both parties and shall continue in effect until June 30, 2027. This Agreement shall renew for successive one-year periods from July 1st to June 30th of each year, provided that both parties agree in writing prior to expiration of the initial term of this agreement and any subsequent one-year extension. If extended, all provisions of this Agreement shall apply, excepting, any changes that may be re-negotiated in writing by both parties.

Section 2. Scope of Services.

The parties agree that the services to be performed are as follows: Provided that space is available at the Detention Facility and placement is deemed an appropriate level of care, Douglas County may house juveniles, age 10 through 17 years of age, detained by Lyon County at the Detention Facility as more fully detailed in the Statement of Work attached as Exhibit A and incorporated herein.

Section 3. Payment for Services.

The rate per detainee day payable to Douglas County by Lyon County is $300.00. A "detainee day" is defined as a twenty-four (24) hour period during which a Lyon County juvenile detainee is housed at the Detention Facility, beginning when the juvenile arrives and is booked at the Juvenile Detention Facility, and ending when the juvenile is released from the Detention Facility. Douglas County Juvenile Probation shall bill Lyon County on a monthly basis, with invoices to be submitted no later than the tenth (10th) day of each month in accordance with Section 4 of the Statement of Work attached as Exhibit A. Lyon County must remit payment for the entire invoice within thirty (30) days of receipt of the invoice. Any invoice that is not paid by the tenth (10th) day of the following month shall be assessed a $250.00 late fee.

Section 4. Termination of Agreement.

Either party may terminate this Agreement for any reason and without cause, provided that a termination shall not be effective for fifteen (15) days after a party has served written notice upon the other party. Lyon County must remove all their juveniles from the Detention Facility by the effective date of termination.

All monies due and owing up to the point point of termination shall be paid to Douglas County within thirty (30) days of the effective date of termination.

Section 5. Dispute Resolution.

In the event of a dispute between the parties arising from or relating to this Agreement, including, without limitation, construction, interpretation, implementation, or enforcement of this Agreement or the performance or breach of any provision in this Agreement ("Dispute"), the Parties shall meet and confer to resolve such Dispute. The party invoking this procedure shall send a letter to the other party requesting that the parties in good faith meet and confer within fifteen (15) days of receipt of the letter. If the meet and confer procedure is not successful, either party may pursue further legal action or termination in accordance with the terms of this Agreement.

Section 6. Governing Law.

This Agreement shall be construed and interpreted according to the laws of the State of Nevada, which shall apply to any dispute between Douglas County and Lyon County. Both Douglas County and Lyon County shall be responsible for their own attorney fees if any litigation is brought by either party. There shall be no presumption for or against the drafter in interpreting or enforcing this Agreement.

Section 7. Immunity.

Nothing in this Agreement shall be construed to constitute any waiver by either party of any of its rights of sovereign or other immunity. Both parties expressly retain and preserve their respective rights and immunities as provided herein and by law.

Section 8. Mutual Indemnification.

To the fullest extent permitted by law, the parties shall indemnify, hold harmless and defend each other from and against all liability, claims, actions, damages, losses, and expenses, asserted by third parties including, without limitation, reasonable attorney fees and costs, arising out of any alleged negligent or willful acts or omissions by the other party, its officers, employees and agents. Notwithstanding the obligation of the parties to defend each other as set forth in this paragraph, either party may elect to participate in the defense of any claim brought against the party because of the conduct of the other party, its officers, employees and agents. Such participation shall be at the participating party's own expense and the participating party shall be responsible for the payment of its own attorney fees it incurs in participating in its own defense.

Section 9. Compliance with Applicable Laws.

Both parties shall fully and completely comply with all applicable federal, state, and local laws and regulations in carrying out the obligations of this Agreement.

Section 10. Assignment.

This Agreement shall not be assigned or transferred by either party.

Section 11. Entire Agreement; Modification of Agreement.

This Agreement and any Exhibits constitute the entire agreement between the parties and may only be modified by a written amendment signed by both parties. The recitals are incorporated herein.

Section 12. Notice.

Any notice required under this Agreement shall be in writing and shall be either hand delivered or sent postage prepaid certified or registered to the following:

Lyon County:
Chief Juvenile Probation Officer Brian Kirkley
Lyon County Juvenile Probation
31 S. Main Street
Yerington, Nevada 89447

Douglas County:
Chief Juvenile Probation Officer Daniel Hamer
Douglas County Juvenile Probation
P.O. Box 218
Minden, Nevada 89423

Section 13. Authority and Signatures.

The parties represent and warrant that they have the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement for the housing of Lyon County juveniles in the Douglas County Juvenile Detention Facility to be signed and intend to be legally bound thereby.

_____

Brian Kirkley Date
Chief Juvenile Probation Officer

_____

Daniel Hamer Date
Chief Juvenile Probation Officer

ATTACHMENT A
Scope of Services

The Douglas County Chief Juvenile Probation Officer, or designee may permit a juvenile under Lyon County's jurisdiction, who is between the ages of 10-17 years of age, to be temporarily detained at the Douglas County Juvenile Detention Facility. As a prerequisite to giving permission, the authorizing authority must consider if housing space is available. For the purposes of the Agreement, temporary detention shall be for no more than 10 days, including weekends and holidays. In addition, the Chief Juvenile Probation Officer, reserves the right to order the prompt removal of any such juvenile whose presence or continued presence in the Facility would be unduly detrimental to the welfare of the detainees or the general operation of the Facility. The Chief Juvenile Probation Officer further reserves the right to refuse the admittance of any juveniles who have not been referred by a legitimate law enforcement agency or to order the prompt removal of any juveniles. Approval for detention placement at the Douglas County Juvenile Detention Facility must be granted by the Chief Juvenile Probation Officer, or designee, or on call Juvenile Probation Officer, PRIOR to the transportation of any juvenile.

Lyon County will inform the facility of all known or suspected medical, mental health, and behavioral issues prior to placing the juvenile in custody and will provide all prescribed medications.

Lyon County shall be responsible for transporting its juveniles to the Douglas County Juvenile Detention Facility. Lyon County is responsible for ensuring that its juveniles they deliver to the Facility are medically cleared for housing if circumstances reasonably warrant medical clearance. Such circumstances include but are not limited to, intoxication by means of drugs or alcohol, injury, medical conditions requiring medication or ongoing treatment. The juveniles under the aforementioned circumstances who are not medically cleared will not be accepted by the County.

Douglas County and Lyon County agree that a juvenile will not be detained at the Facility to serve a sentence of commitment or to serve a period of commitment for a probation violation. The juvenile will only be temporarily detained at the Douglas County Juvenile Detention Facility pending transport to another detention facility or pending a preliminary Court date – not longer than 10 days (or longer as authorized by the Douglas County Chief Juvenile Probation Officer.

Lyon County agrees that it is financially responsible to Douglas County for any damages to property at the Detention Facility or for harm caused to any person by a juvenile detained under this Agreement, unless such damage was caused by the acts or negligence of Douglas County staff.

Lyon County agrees to assume any and all liability and financial responsibility that a parent would have under applicable statutes to reimburse Douglas County for costs that may be incurred by Douglas County for items that are outside the scope of the detention services, including the cost of medical care and medication, transportation, evaluations, and emergency services.

Lyon County agrees that it is solely responsible for arranging and transporting each juvenile for all non-emergency services when transportation is outside the scope of detention services. Such non-emergency services include, but are not limited to, court appearances, ongoing medical, dental, or mental-health treatments that require outside personnel or facilities. Lyon County will be responsible for all costs associated with treatments provided.

Douglas County agrees that a Lyon County juvenile will receive detention services in the same manner and consistent with the other juveniles housed at the Douglas County Juvenile Detention Facility.

In emergency situations, the County may utilize appropriate transportation, i.e., ambulance, and the County shall notify Lyon County or designee of the emergency. With respect to any services provided outside the Facility, neither the County nor Juvenile Probation or detention staff will be deemed an agent or service provider for Lyon County. In the case of an emergency transport, Lyon County agrees to respond to the emergency facility to assume custody of the juvenile until released and/or transported back to the Juvenile Detention Facility.

In case of emergency care, where it is not feasible or practical to seek Lyon County advice in advance, Douglas County may obtain such care for Lyon County juveniles at local, Federal, or State facilities as emergency needs dictate. The County shall promptly notify the Lyon County Chief Juvenile Probation Officer, or designee, that emergency medical care of a Lyon County juvenile was required and afford Lyon County the opportunity to arrange for further treatment and the transport to treatment or to otherwise advise the County on further action to be taken.